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8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 **SACV13-01972 DOC (ANx)**

12 LYNN PETERSON,
individually and on behalf of all others
similarly situated,

13 Plaintiff,

14 vs.

15 MAZDA MOTOR OF AMERICA,
16 INC.,

17 Defendant.
18

Case No.:

CLASS ACTION COMPLAINT

- 19 (1) Consumer Legal Remedies Act
(Civil Code section 1750 et seq.);
20 (2) False Advertising Law (Business
and Professions Code section
17500);
21 (3) Unfair Competition Law
(Business and Professions Code
section 17200);
22 (4) Song-Beverly Consumer Warranty
Act (Civil Code section 1790);
23 (5) Breach of Express Warranty;
24 (6) Breach of Implied Warranty;
25 (7) Concealment; and
26 (8) Declaratory Relief.

DEMAND FOR JURY TRIAL

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CENTRAL DISTRICT OF CALIF.
SAN FRANCISCO

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1 **I. INTRODUCTION**

2 1. This action is brought to remedy unfair and unlawful practices by
3 Defendant Mazda Motor of America, Inc. ("Mazda") in assembling,
4 manufacturing, marketing, and warranting Mazda vehicles utilizing an engine
5 equipped with a defective continuous variable valve timing ("VVT") assembly.¹
6 As discussed herein, as part of the purchase and leasing process, Mazda has
7 consistently advertised and warranted that new Mazda vehicles will be free from
8 defects.

9 2. Contrary to Mazda's advertisements and warranties, Mazda's
10 application of VVT technology in its engines is a failure in one critical respect: the
11 Mazda VVT assembly is defective and has a propensity to fail prematurely. The
12 defective Mazda vehicles at issue (defined further below and referred to as
13 "Defective Vehicles") suffer from a defect that causes the engine's timing chain to
14 loosen or detach. Consequences of this defect include partial and total failure of the
15 engine. Although this defect is covered under Mazda's powertrain warranty,
16 Mazda fails to repair the defect under warranty.

17 3. Mazda has had actual knowledge about the VVT assembly defect
18 since at least 2007. Unfortunately, as part of the purchase process, Mazda has
19

20
21 ¹ Application of continuous VVT technology in an internal combustion engine for
22 automotive use was first patented in the United States by engineers with the Italian automaker
23 Fiat. *See* U.S. Patent 3,641,988, issued February 15, 1972. General Motors patented a version of
VVT in 1975. The Italian automaker Alfa Romeo introduced VVT to the American market in its
1980 Spider 2.0 model. By the early 1990's, most major automobile manufacturers implemented
VVT through one means or another.

24 VVT technology is desirable in an automobile engine because it can provide increased
25 control over the combustion process compared to engines not equipped with the technology.
26 Most modern VVT systems use a cam phaser that rotates the position of each camshaft relative
27 to the timing chain. The cam phaser has two basic components: an outer sprocket connected to
28 the timing chain and an inner rotor (connected to the camshaft) that varies the valve timing by
adjusting the rotation angle of the cam. This inner rotor consists of a set of lobes, and oil fills the
space between the outer housing and the lobes. Left alone, the rotor will simply spin at the same
rate as the outer housing. If oil is added to one side of the lobe and removed from the other, the
rotor moves, which in turn rotates the camshaft and results in variable valve timing.

1 concealed material facts regarding the defect from purchasers and lessors of
2 vehicles equipped with a defective VVT assembly.

3 4. When owners of Defective Vehicles present their vehicles for repair
4 or replacement of the Mazda VVT System and resulting engine damage, Mazda's
5 practice is to deny warranty claims by alleging that the owners failed to provide
6 proof satisfactory to Mazda of engine oil changes at a frequency satisfactory to
7 Mazda, or by applying Mazda's subjective interpretation of engine condition and
8 presumed inadequate maintenance at the time that warranty service is sought.

9 5. Mazda's fraudulent and unlawful conduct has resulted in substantial
10 harm to Plaintiff and the Class. As a result of the defect, Plaintiff and the Class
11 have not received the economic benefit of their bargain, overpaid for their vehicles
12 and/or made lease payments that were too high, and suffered further damages by
13 incurring out-of-pocket costs associated with repairing the VVT assembly defect in
14 their vehicles. Plaintiff and the Class are entitled to relief, including declaratory
15 and injunctive relief, compensatory damages, and punitive damages to deter future
16 misconduct.

17 **II. JURISDICTION AND VENUE**

18 **A. Jurisdiction**

19 6. This Court has subject matter jurisdiction pursuant to the Class Action
20 Fairness Act of 2005, 28 U.S.C. § 1332(d), because at least one class member is of
21 diverse citizenship from one Defendant, there are more than 100 class members
22 nationwide, the aggregate amount in controversy exceeds \$5,000,000, and minimal
23 diversity exists.

24 7. This Court has personal jurisdiction over Mazda because it does
25 business in California and has purposefully availed itself of the privilege of
26 conducting business activities within the State of California. Mazda has sufficient
27 minimum contacts with California so as to render the exercise of jurisdiction
28 consistent with traditional notions of fair play and substantial justice. Mazda is

1 headquartered in and registered to conduct business in California, and it has
 2 sufficient minimum contacts in California and otherwise avails itself of markets
 3 within California through the promotion, sale, marketing, and distribution of its
 4 vehicles to render the exercise of jurisdiction by this Court proper and necessary.

5 **B. Venue**

6 8. Venue is proper in the Central District under 28 U.S.C. 1391(b)(1),
 7 because Mazda resides in the Central District. Venue is also proper in the Central
 8 District under 28 U.S.C. 1391(b)(2), because a substantial part of the events or
 9 omissions giving rise to the claims occurred and/or emanated from this District,
 10 and Mazda has caused harm to class members residing in this District.

11 **III. PARTIES**

12 **A. Plaintiff Lynn Peterson**

13 9. Plaintiff Lynn Peterson is a resident of Westlake Village, California.
 14 At all relevant times, Ms. Peterson purchased a 2008 Mazda CX7 vehicle equipped
 15 with a Mazda VVT assembly and suffered financial loss resulting from defects in
 16 the Defective Vehicle's VVT assembly.

17 **B. Defendant Mazda Motor of America, Inc.**

18 10. Defendant Mazda Motor of America, Inc. ("Defendant" or "Mazda")
 19 is a corporation organized and existing according to the laws of the State of
 20 California. At all times relevant hereto, Defendant was in the business of
 21 promoting, marketing, manufacturing, and distributing the Defective Vehicles. At
 22 all times relevant, Mazda developed, manufactured, and sold the Defective
 23 Vehicles in interstate commerce.

24 **IV. FACTUAL ALLEGATIONS**

25 **A. Mazda's Advertising and Marketing Programs Falsely Represent 26 that New Mazda Vehicles Will be Free From Defects.**

27 11. As part of its marketing and advertising program, Mazda has
 28 consistently marketed its vehicles as coming with a warranty that provides

1 coverage in the event that a repair is needed in the first few years after a new
 2 vehicle's purchase. As part of its bumper-to-bumper and powertrain warranties,
 3 Mazda has consistently represented that "new Mazda cars and trucks will be free of
 4 defects" during specified warranty periods.

5 12. Mazda's representations that "new Mazda cars and trucks will be free
 6 of defects" were made on Mazda's website, which Mazda made available to the
 7 general public. In addition, as part of the purchase and lease process, Mazda
 8 provides a manufacturers' warranty booklet that similarly warrants that new Mazda
 9 cars and trucks will be free from defects. Examples of such representations follow.

10 13. Upon information and belief, Mazda utilized common representations
 11 in its warranty booklets, sold with all Defective Vehicles, that the vehicles were
 12 free of defects. Plaintiff's 2008 Warranty Information, for example, states that her
 13 Mazda vehicle is free from defects in material and workmanship. Ex. A.

14 14. With respect to model year 2006 to 2008 vehicles, Mazda's website
 15 advertising uniformly represented:

16 Every new Mazda comes with a comprehensive warranty
 17 that provides coverage in the unlikely event a repair is
 18 needed in the first years after your vehicle's purchase.
 19 Please check your warranty information booklet for your
 20 specific vehicle's warranty information. We'll be right
 there with you all the time, wherever you go by providing
 warranty coverage and roadside assistance so that the
 total enjoyment of driving a Mazda never stops.

21 2007 and 2008 Vehicles:

22 BUMPER-TO-BUMPER

23 Mazda warrants that *new 2007 and 2008 Mazda cars*
 24 *and trucks will be free of defects* with normal use and
 25 prescribed maintenance for 36 months or 36,000 miles,
 26 which ever comes first. Ordinary maintenance items or
 27 adjustments, parts subject to normal wear and
 28 replacement and certain other items are excluded. This
 transferable "limited warranty" is included on all new
 Mazda vehicles sold and serviced in the United States.

POWERTRAIN LIMITED WARRANTY

Mazda warrants that *the Powertrain Components of new 2007 and 2008 Mazda cars and trucks will be free of defects* with normal use and prescribed maintenance for 60 months or 60,000 miles, which ever comes first. Ordinary maintenance items or adjustments, parts subject to normal wear and replacement and certain other items are excluded. This "limited warranty" is transferable during the warranty period on all new Mazda vehicles sold and serviced in the United States.

Complement the limited warranty on your new vehicle with the Mazda Extended Protection Plan, the only service agreement backed by Mazda. See your Mazda dealer for details.

2006 Vehicles:

BUMPER-TO-BUMPER

Mazda warrants that *new 2006 Mazda cars and trucks will be free of defects* with normal use and prescribed maintenance for 48 months or 50,000 miles, which ever comes first. Ordinary maintenance items or adjustments, parts subject to normal wear and replacement and certain other items are excluded. This transferable "limited warranty" is included on all new Mazda vehicles sold and serviced in the United States.

Complement the limited warranty on your new vehicle with the Mazda Extended Protection Plan, the only service agreement backed by Mazda. See your Mazda dealer for details.

Ex. B; emphasis added.

15. With respect to model year 2009 vehicles, the advertising on Mazda's website uniformly represented:

Every new Mazda comes with a comprehensive limited warranty that provides coverage in the unlikely event a repair is needed in the first years after your vehicle's purchase. We'll be right there with you all the time, wherever you go by providing warranty coverage and roadside assistance so that the total enjoyment of driving a Mazda never stops.

...

BUMPER-TO-BUMPER LIMITED WARRANTY

Mazda warrants *that new Mazda cars and trucks will be free of defects* with normal use and prescribed

1 maintenance for 36 months or 36,000 miles, whichever
 2 comes first. Ordinary maintenance items or adjustments,
 3 parts subject to normal wear and replacement and certain
 4 other items are excluded. This transferable "limited
 5 warranty" is included on all new Mazda vehicles sold and
 6 serviced in the United States.

7 **POWERTRAIN LIMITED WARRANTY**

8 Mazda warrants that *the Powertrain Components of new*
 9 *Mazda cars and trucks will be free of defects* with
 10 normal use and prescribed maintenance for 60 months or
 11 60,000 miles, whichever comes first. Ordinary
 12 maintenance items or adjustments, parts subject to
 13 normal wear and replacement and certain other items are
 14 excluded. This "limited warranty" is transferable during
 15 the warranty period on all new Mazda vehicles sold and
 16 serviced in the United States.

17 Ex. C; emphasis added.

18 16. With respect to model year 2010 vehicles, the advertising on Mazda's
 19 website uniformly represented:

20 Every new Mazda comes with a limited warranty that
 21 provides coverage in the unlikely event a repair is needed
 22 in the first years of ownership. . . . Keep in mind, Mazda
 23 warranty coverage is based on the following
 24 recommended factory maintenance - - a convenient way
 25 to store your service records is in the MyMazda Service
 26 History Pages. It's easy to complete and a good way to
 27 manage your service history.

28 ...

29 **BUMPER-TO-BUMPER LIMITED WARRANTY**

30 Mazda warrants that *new Mazda cars and trucks will be*
 31 *free of defects* with normal use and prescribed
 32 maintenance for 36 months or 36,000 miles, whichever
 33 comes first. Ordinary maintenance items or adjustments,
 34 parts subject to normal wear and replacement and certain
 35 other items are excluded. This transferable "limited
 36 warranty" is included on all new Mazda vehicles sold and
 37 serviced in the United States.

38 **POWERTRAIN LIMITED WARRANTY**

39 Mazda warrants that *the Powertrain Components of new*
 40 *Mazda cars and trucks will be free of defects* with
 41 normal use and prescribed maintenance for 60 months or
 42 60,000 miles, whichever comes first. Ordinary
 43 maintenance items, adjustments, parts subject to normal
 44 wear and certain other items are excluded. This "limited

1 warranty” is transferable during the warranty period on
2 all new Mazda vehicles sold and serviced in the United
States.

3 Ex. D; emphasis added.

4 17. Mazda made the foregoing representations with the intent of
5 generating trust in the Mazda brand and inducing customers into purchasing or
6 leasing Mazda vehicles. Mazda knew that the purchasers and lessors of Defective
7 Vehicles expected that such vehicles would be free of defects, and consumers
8 would purchase or lease vehicles without assurance that the vehicles would be free
9 from defects. Purchasers of Mazda vehicles, including Plaintiff and class members,
10 purchase their vehicles trusting and relying on Mazda that they would be free of
11 defects during the warranty period, and Mazda would in fact repair any defect that
12 existed during the warranty period. Mazda’s statements were intended to and did
13 cause consumers to purchase or lease Mazda vehicles, including the Defective
14 Vehicles at issue herein.

15 18. Mazda’s representations were deceptive and likely to mislead
16 consumers. Despite Mazda’s proclamations that “new Mazda cars and trucks will
17 be free of defects,” Mazda vehicles at issue in this Complaint featured a defective
18 VVT assembly. Such vehicles were defective with normal use and maintenance
19 during the warranty period. As discussed below, Mazda has known since at least
20 2007 that the VVT assemblies in these vehicles were defective.

21 **B. Mazda’s Vehicles Commonly Feature a Defective VVT Assembly.**

22 19. From 2001 to the present, Mazda offered VVT-equipped engines in
23 various vehicles ranging from roadsters to sport utility vehicles. This VVT
24 assembly is, in part, comprised of the following components: (a) a variable valve
25 timing actuator; (b) a variable valve timing rotor lock pin; (c) a stopper pin cap; (d)
26 a spring; and (e) a chain. The Mazda VVT assembly and related service literature
27 were designed, tested, produced, made, constructed, labeled, and sold by Mazda.
28

20. Mazda marketed its VVT engine by noting that the key objective of the engine is to achieve “more torque, horsepower and smoothness, while delivering improved fuel economy, lower emissions and minimal maintenance requirements.” Mazda described the Mazda VVT assembly supplied with Defective Vehicles as providing “linear power delivery, exceptional fuel economy and low emissions, together with exemplary smoothness and class-leading performance and drivability.”

21. The engines equipped on certain 2003, 2004, 2005, 2006, 2007, 2008, 2009 and 2010 Mazda vehicles suffer from a defect that causes the engine’s timing chain to loosen or to detach. Consequences of this defect include partial and total failure of the engine, which creates a safety risk for drivers and occupants of Defective Vehicles. Although this defect is covered under Mazda’s powertrain warranty, Mazda fails to repair the defect under warranty.

22. These Defective Vehicles are comprised of Mazda’s “L-series” engines: 2.0L (LF), 2.3L (L3), and Turbo (L3T) (the “Defective Engines”). As used in this Complaint, “Defective Vehicles” refers to the following vehicles manufactured by Mazda and equipped with a Defective Engine:

<u>Model Name</u>	<u>Production Date</u>
Mazda CX-7	February 14, 2006 through February 26, 2010
Mazdaspeed 3	June 28, 2006 through February 27, 2010
Mazdaspeed 6	August 4, 2005 through June 30, 2007
Mazda6 (2.3L)	From 2003 to 2008
Mazda3	2004 to December 1, 2007
Mazda5	2006 through December 1, 2007
MX-5	2006 to December 1, 2007

1 23. The Defective Vehicles commonly incorporated VVT technology.
 2 The continuous VVT technology as implemented by Mazda suffers from a defect
 3 that causes mechanical failure of the VVT assembly.

4 24. Mazda's application of VVT technology in its engines is a failure in at
 5 least one critical respect: the Mazda VVT assembly has a propensity to fail
 6 prematurely. Instances have been reported of Mazda VVT assembly failure on
 7 vehicles with as little as one year in service and as low as 20,000 miles.

8 25. The Mazda VVT assembly was defective at the initial point of sale in
 9 that it causes engine failure, leading to vehicle inoperability, both during the stated
 10 duration of the express warranties and the expected useful life of the Mazda VVT
 11 assembly itself. Although this defect is covered under Mazda's powertrain
 12 warranty, Mazda has concealed the defect and its obligation to repair the defect
 13 from owners of Defective Vehicles during the warranty period.

14 **C. Mazda's Knowledge Regarding Defects in its VVT Assembly.**

15 **1. Mazda Has Had Actual Knowledge About Defects in the**
 16 **VVT Assembly of Defective Vehicles Since at Least 2007.**

17 26. Upon information and belief, Mazda realized that its implementation
 18 of Mazda VVT technology in the Defective Engines contained a serious defect at
 19 least as early as 2007, when Mazda issued to its authorized dealers its Technical
 20 Service Bulletin ("TSB") 01-043/07 dated November 29, 2007.² This TSB states:

21 When the engine is started, some vehicles may
 22 exhibit a loud ticking noise from the variable valve
 23 timing actuator at first start for a couple of
 24 seconds. This is caused by the lock pin of the
 variable valve timing actuator not fully engaging.
 Heat treatment has now been added around the
 hole of the variable valve timing rotor lock pin to
 prevent this from happening.

25
 26 ² The TSB issued by Mazda in November 2007 demonstrates Mazda's
 27 knowledge of the Mazda VVT assembly defect as of that date; discovery may push that
 28 date substantially earlier. Notwithstanding its awareness of the defect, Mazda continued
 to market, sell, defectively repair, and warranty vehicles suffering from the Mazda VVT
 assembly defect.

1 27. Upon information and belief, TSB 01-043/07 applied to only three
2 models of Mazda cars: the 2006-2007 Mazdaspeed6, 2007 Mazdaspeed3, and the
3 2007 CX-7, all with manufacture dates before April 1, 2007.

4 28. Mazda determined that its Mazda VVT assembly problems were
5 caused, at least in part, by what Mazda considered to be inadequate or improper
6 hardening of the VVT assembly components at the time of their manufacture by
7 Mazda.

8 29. Mazda made several attempts to engineer a remedy for a defective
9 Mazda VVT assembly. Mazda's efforts failed. Examples of these efforts are
10 Mazda's release of at least four different iterations of the VVT Actuator Gear for
11 non-turbocharged engines:

- 12 a. LF94-12-4X0 VVT Actuator Gear: original until
13 19 September 2005 production.
- 14 b. LF94-12-4X0A VVT Actuator Gear: from 19
15 September 2005 to 1 December 2007 production.
- 16 c. LF94-12-4X0B VVT Actuator Gear: from 1
17 December 2007 to 1 March 2010 production.
- 18 d. LF94-12-4X0C VVT Actuator Gear: from 1 March
19 2010 production to present.

20 30. The November 2007 TSB was superseded by replacement TSB 01-
21 002/08 dated January 16, 2008, which instructed authorized dealers to replace
22 additional parts related to the Mazda VVT assembly and to use new repair
23 procedures.

24 31. Upon information and belief, TSB 01-028/10, dated August 20, 2010,
25 expanded the reach of the entire series of VVT Technical Service Bulletins to the
26 other Mazda models that use a non-turbocharged engine, thus significantly
27 enlarging the number of vehicles Mazda determined to be equipped with a
28 defective VVT assembly.

29 32. Mazda updated the November 2007 Technical Service Bulletin
30 relating to VVT at least seven times from when it was first issued, to the most

1 recent, dated February 23, 2011(TSB 01-010/11), with the various iterations
 2 calling for additional parts replacement, new repair procedures, and expansion of
 3 the models and years of production to which the TSB applies.

4 **2. Mazda Has Received Multiple Consumer Complaints**
 5 **Regarding Defects in the VVT Assembly and the**
 6 **Unexpected Engine Failure.**

7 33. Owners of Defective Vehicles have reported unexpected catastrophic
 8 engine failures arising out of the Mazda VVT assembly defect. Exemplars of
 9 consumer complaints are as follows:

- 10 a. Complete engine failure without warning while traveling
 11 70 mph down 40 East Xmas eve evening. I prayed my
 12 child and I wouldn't end up dead while trying to cut
 13 across two lanes to get off the road in my vehicle without
 14 engine power. *TR

15 NHTSA ID Number 10374877, incident December 24, 2010 (CX-7).

- 16 b. End of summer service, I complained about a smell
 17 coming from the engine like burned breaks the technician
 18 told me it was nothing major and that they will monitor it
 19 on the next service call. I took it for service on mid
 20 December and they serviced the transmission, oil change
 21 and no mention of major problems. On December 31st on
 22 my way to Silverthorne from Denver the engine stopped
 23 running on a steep hill shutting down power steering and
 24 breaks, I was able to stop the car and tow the car back to
 25 Denver, I was just informed that my three year old car
 26 needs a new engine worth \$7,200 VVT actuator and
 27 timing chain were shot and the engine is dead. I took this
 28 car to the dealership for service regularly and nothing
 was mentioned. I have done research and there are
 hundreds of people with the same problem, please what
 can you do? I only have 93k miles and the car is three
 years old. *TR

NHTSA ID Number 10374671, incident December 31, 2010 (CX-7).

- c. My wife's 2007 CX7 was in a parking lot. My wife
 started it up, came to a stop sign and the car died without
 warning. It had 65,000 miles on it (5000 over the
 warranty) and wasn't even 3 years old. We had always
 gotten regular oil changes and had just had one the week
 before. We had it towed to the nearest Mazda dealer. The
 first time I talked to a service tech he mentioned the
 timing chain breaking. Later, they explained it as a valve
 (variable valve timing actuator?) failing and causing oil
 chain failure (jumping the gearing). My bill (\$7500 - new
 engine) only states internal parts failure. They tried to

1 indicate the oil was dirty even though the oil was
 2 changed less than a week prior. After reading through
 3 many CX7 forums online it seems they were trying to
 4 build a case for engine sludge to cover themselves...

5 NHTSA ID Number 10373063, incident September 15, 2010.

- 6 d. TL* The contact owns a 2007 Mazda CX-7. While
 7 traveling 60 mph the contact noticed that the check
 8 engine light had appeared on the dashboard, seconds later
 9 the contact noticed that the vehicle had suddenly shut off
 10 without warning. The vehicle was taken to the dealership
 11 where the contact had the engine replaced due to the
 12 timing chain breaking. There were no prior warnings.
 13 The current mileage was 61000 and the failure mileage
 14 was 58000.

15 NHTSA ID Number 10355828, incident June 27, 2010.

- 16 e. 2007 Mazda CX7 - Turbo broke while driving causing
 17 tremendous squealing sound and loss of power. Able to
 18 drive home and had towed to Mazda dealership. Service
 19 mgr called me saying they checked car over and could
 20 not find anything wrong with it and asked if I wanted an
 21 oil change. I said go ahead with an oil change but there is
 22 definitely something wrong with car and to check again.
 23 Mgr called back later saying a screw in the turbo had
 24 come loose, turbo was broken, I needed a whole new
 25 engine and it would cost \$9,000. Car had 34,000 miles
 26 and still under warranty. I fax'd copies of oil change
 27 receipts. Mazda North America denied warranty claim
 28 saying my oil receipts were unverifiable. MNA told me
 they would not verify my receipts. They claimed there
 was "sludge" and that caused it to break and I hadn't
 taken care of it. It was a leased vehicle with only 3
 months left to pay. Had just started a new job after being
 unemployed and had to rent a car costing \$650 and then
 go buy a Kia causing extreme financial & emotional
 duress. I told the serv mgr that I could have been killed
 and found out these cars were engineered incorrectly
 causing them to get too hot causing "sludge", that I knew
 he knew about the issue because a service bulletin had
 been released Jan 08 stating the exact problem, and
 Mazda was trying to avoid a recall. He stated that it was
 "Mazda North America", and not him and if it were up to
 him he would fix the car under warranty. I told him I was
 under extreme duress and that Mazda should do the right
 thing and fix the car. They refused so had to leave the car
 at the dealership, and walk away. Now Mazda says I owe
 them \$5,000. Filed complaints with BBB and Attorney
 General. It is an outrage that so many Mazda CX7
 owners have had same nightmare and Mazda does not
 care about the safety of it's customers. Please help us.
 *TR

1 NHTSA ID Number 10422774, incident June 10, 2010.

2 f. Driving the car on the turnpike and heard what sounded
3 like a blowout. Immediately pulled car to the side of the
4 road. Noticed the engine was not running. Attempted to
5 restart, but made noise and would not start. Called
6 husband, who arrived and said the engine had come
7 apart. There were physical pieces of the engine block up
8 to the size of a golf ball in the skid plate under the
9 engine, as well as oil underneath the car and on the road.
10 We had received a letter from Mazda a few weeks earlier
11 indicating a problem with the seals in the turbo and a stop
12 pin in the variable valve timing (VVT) and if the vehicle
13 exhibited any of the symptoms to bring it to the dealer for
14 evaluation and repair, up to 7 years/70k miles. Called
15 dealer and Mazda HQ next morning. Mazda customer
16 relations acted if they were interested in the root cause
17 and reason for failure, especially since it was 1k miles
18 out of the coverage period. Mazda paid for tow to dealer,
19 but once there Mazda customer relations wanted me to
20 pay for the engine teardown and began to dance around
21 the warranty extension for the VVT problem informing
22 me that Mazda is rigid on the 7yrs/70k miles. I
23 questioned Mazda on the discussion the previous day
24 regarding the post-mortem teardown and analysis, where
25 I was given the impression Mazda would take care of the
26 tow and the teardown to determine root cause of the
27 failure and then the claim would be evaluated from there.
28 Mazda did a complete turn around and would not honor
their initial word, now informing me I would be
financially responsible for any work performed on the
car. *TR

NHTSA ID Number 10460013, incident April 25, 2012 (Mazdaspeed6).

D. Mazda Fraudulently Concealed Material Facts About Defects in the VVT Assembly.

34. Despite Mazda being aware of the Mazda VVT assembly defect and devising its first repair procedure in 2007, Mazda did not warn owners of Defective Vehicles of the defect. Instead, Mazda restricted dissemination of this knowledge to its authorized dealer service departments. Furthermore, the terms of each of the Technical Service Bulletins instructed Mazda service personnel that they could perform diagnosis and repairs of defective Mazda VVT assemblies only if the problem is brought to the dealer's attention through "verified customer complaints on vehicles eligible for warranty repair." Mazda thus put the burden on owners to diagnose when a Mazda VVT assembly failure occurred, and further

1 made it incumbent on the owner to bring the vehicle to a Mazda dealer, while at
2 the same time withholding from owners the very information required to diagnose
3 a Mazda VVT assembly failure.

4 35. As discussed above, in January 2008, Mazda issued TSB 01-002/08,
5 which instructed authorized dealers to replace additional parts related to the Mazda
6 VVT assembly and to use new repair procedures. However, owners of Defective
7 Vehicles who made a verified complaint of engine noise, or who suffered VVT
8 failure and whose vehicles were repaired by Mazda pursuant to TSB 01-043/07,
9 were not told by Mazda that their vehicles had been repaired with inadequate parts
10 and repair procedures. To this date, Mazda has not advised owners of repaired
11 Defective Vehicles that their vehicles contain parts deemed inadequate by Mazda,
12 and/or that the repair procedures for those vehicles were flawed.

13 36. Mazda knew of and concealed the VVT assembly defect that is
14 present in every Defective Vehicle, along with the associated repair costs, from
15 Plaintiff and the Class, both at the time of sale and repair and continuing thereafter.
16 Mazda had a rational reason for not sharing with owners Mazda's knowledge of
17 the VVT defect: repair of the defect is expensive. Upon information and belief, the
18 first TSB from November 2007 (01-043/07), provides that the most basic repair --
19 when a VVT failure has not yet caused any collateral damage to the engine -- costs
20 hundreds of dollars in parts and consumes more than three hours of service
21 technician time. Some Defective Vehicles have suffered multiple VVT failures.

22 **E. Mazda Belatedly Initiates a Sham "Special Service Program" for**
23 **Owners of Defective Vehicles**

24 37. More than four years after issuing its first TSB on the VVT defect,
25 Mazda finally advised owners of the existence of the defect. Mazda's form of
26 notice, however, was calculated to minimize the number of vehicles that would be
27 returned to Mazda for repair.
28

1 38. By letter dated January 2012, Mazda sent a letter to the last known
2 addresses of certain vehicle owners, advising the owners that Mazda “decided to
3 conduct a Special Service Program (“SSP”) to extend the warranty coverage for
4 the specific repair of variable valve timing (VVT) noise and/or timing chain noise
5 concern” on certain vehicles equipped with the L3T engine. The SSP simply
6 extends Mazda’s existing powertrain warranty coverage for the VVT assembly by
7 one year or 10,000 miles, whichever comes first.³

8 **1. Mazda, through its “Special Service Program,” Continues**
9 **to Mislead Owners of Defective Vehicles About the Source**
 of the VVT Defect.

10 39. Mazda’s letter advises owners that a “loud ticking noise may be
11 exhibited from the VVT when the engine is first started at cold condition.” Mazda
12 refers to the defect condition as a “noise concern” when in fact the “noise” is
13 caused by the manifest defect. Appearance of the “noise concern” means that
14 engine failure is imminent.

15 40. The letter does not recommend all owners deliver their vehicles to a
16 Mazda dealer for inspection. If an owner does believe their vehicle emits a “loud
17 ticking noise,” the letter does not warn the owner to cease driving the vehicle.

18 41. Instead, the letter calmly proposes “an appointment with a Mazda
19 dealer.” Mazda’s letter thus seeks to dispel any sense of urgency when, in fact, a
20 vehicle demonstrating a “loud ticking noise” means that the vehicle has suffered a
21 Mazda VVT assembly failure and the likelihood of catastrophic engine failure is
22 dramatically increased.

23
24 ³ Mazda provides a powertrain warranty with the Defective Vehicles. For example,
25 the warranty terms for some Defective Vehicles state “Mazda warrants that the Powertrain
26 Components of new Mazda cars and trucks will be free of defects with normal use and
27 prescribed maintenance for 60 months or 60,000 miles, whichever comes first. Ordinary
28 maintenance items, adjustments, parts subject to normal wear and certain other items are
excluded.” At no time did Mazda state that the Mazda VVT assembly is a part excluded from
warranty as being “subject to normal wear” or that the Mazda VVT assembly is one of “certain
other items” that are excluded from the warranty.

1 42. Mazda's misleading description of the VVT defect as a "noise
2 concern" is part of Mazda's policy of denying repairs to owners of Defective
3 Vehicles. Mazda's intent is that owners will delay presenting their vehicle for
4 repairs until after the purported conclusion of the warranty period. When owners of
5 Defective Vehicles do present their vehicles for repairs, Mazda then finds ways to
6 deny repairs through exclusions and sham warranty requirements.

7 **2. Mazda's Has Unfairly Excluded Many Vehicles From its**
8 **"Special Service Program."**

9 43. The SSP excludes Defective Vehicles from coverage. The following
10 Defective vehicles are excluded under the SSP:

- 11 • Mazda6 (2.3L) (2003 to 2008);
- 12 • Mazda3 (2004 to 2008; vehicles with VINs lower than
13 JM1BK*****864673 produced before December
14 1, 2007);
- 15 • Mazda5 (2006 to 2008; vehicles with VINs lower than
16 JM1CR*****306808 produced before December
17 1, 2007); and
- 18 • MX-5 (2006 to 2008; vehicles with VINs lower than
19 JM1NC*****146287 produced before December
20 1, 2007).

21 44. Vehicles with more than seven years of service or 70,000 miles were
22 excluded from the SSP. Mazda does not explain why a defective Mazda VVT
23 assembly is warrantable at less than 70,000 miles or seven years of service, but is
24 not warrantable thereafter.

25 **3. Mazda's "Special Service Program" Imposes Sham**
26 **Warranty Requirements that Were Not required Under the**
27 **Original Powertrain Warranty and its Powertrain**
28 **Warranty Extension Program.**

1 45. The letter states that the warranty extension "does not apply if the
2 problem is caused by poor vehicle maintenance (insufficient oil changes or using
3 engine oil of viscosity lower than 5W-30). In practice, Mazda relies on this

1 warranty condition as a pretext to deny warranty benefits to owners with a
2 defective Mazda VVT assembly.

3 46. Owners of vehicles that are within the scope of the SSP and are not
4 excluded under the SSP due to vehicle age or mileage must establish to the
5 satisfaction of Mazda that the vehicle had been "properly maintained" -- a
6 subjective decision made by Mazda personnel. Mazda's judgment of "properly
7 maintained" is not impartial. Owners unable to provide complete documentation of
8 oil changes to Mazda's satisfaction are routinely denied warranty benefits. Because
9 of these and other restrictions imposed on Mazda's original Powertrain Warranty
10 and its Powertrain Warranty Extension Program, many owners continue to
11 shoulder the cost to repair the defective Mazda VVT assembly.

12 47. In the Owners Manual and Warranty supplied to owners of Defective
13 Vehicles, Mazda does not state that warranty coverage will be denied by Mazda if
14 owners cause oil changes to be done by anyone other than an authorized Mazda
15 dealer, or if owners fail to compile and retain independent written proof of oil
16 changes to Mazda's satisfaction.

17 48. At no time has Mazda offered to replace all defectively manufactured
18 Mazda VVT assemblies exclusive of Mazda-imposed subjective conditions. At no
19 time has Mazda offered to replace all defectively-repaired Mazda VVT assemblies
20 exclusive of Mazda-imposed subjective conditions.

21 **F. A Failed VVT Assembly Results in Substantial Economic Harm**
22 **and Creates a Safety Risk to Owners of Defective Vehicles.**

23 49. A failed Mazda VVT assembly can cause a cascade of destruction
24 throughout the engine. Mazda issued a Service Bulletin dated September 22, 2009
25 (01-042/09), that set out a checklist of things to check for when replacing a failed
26 Mazda VVT assembly. Mazda service technicians were warned that damage can
27 include the variable valve timing actuator itself (which can crack and shed pieces
28 that eventually lodge in the oil pan or chain area), the timing chain tensioner, the

1 oil filter body, the oil strainer, the oil pan, the entire cylinder head assembly, and
2 the engine's dual camshafts. A failed Mazda VVT assembly that does not destroy
3 or "total" a Defective Engine can require repairs costing in excess of \$3,000.

4 50. A failed Mazda VVT assembly will cause the timing chain to stretch
5 and even to break. Timing chain damage can lead to catastrophic, permanent
6 failure of the engine. In these instances, Mazda's repair procedure is to remove the
7 entire engine and replace with a new engine. Mazda dealerships have charged class
8 members in excess of \$8,000 to replace engines damaged by failure of the Mazda
9 VVT assembly.

10 51. In addition, a failed Mazda VVT assembly creates a great safety risk
11 for owners, drivers, and occupants of Defective Vehicles. A failed VVT assembly
12 can result in engine failure while the vehicle is in operation, at any time, and under
13 any driving condition.

14 **G. Plaintiff and Class Members Did Not Know, Nor Could They**
15 **Have Reasonably Known, About Mazda's Misconduct.**

16 52. Plaintiff and the Class had neither actual nor constructive knowledge
17 of the facts supporting their claims for relief despite due diligence in trying to
18 discover the pertinent facts.

19 53. Moreover, by its very nature, Mazda's alleged misconduct was self-
20 concealing. The VVT assembly defect is a latent design defect that is unnoticeable
21 until there is a physical manifestation consisting of engine noise and engine failure.
22 Mazda's knowledge, internal engineering testing, and internal communications
23 regarding the VVT assembly defect are not public information, making it
24 impossible for Plaintiff and the Class to ascertain the existence of the defect until
25 there is a physical manifestation of the defect.

26 54. Moreover, as discussed above, Mazda engaged in concealment and
27 failed to disclose to facts that would put Plaintiff and the Class on inquiry notice
28 regarding the VVT assembly defect in Defective Vehicles. As a result of the self-

1 concealing nature of the Defendant's activities, no person of ordinary ability or
2 intelligence would have discovered, or with reasonable diligence, could have
3 discovered the latent defect in Defective Vehicles until after the physical
4 manifestation of the defect.

5 **H. Plaintiff Lynn Peterson's Experience**

6 55. Plaintiff Lynn Peterson is a resident of Westlake Village, California.
7 At all relevant times, Ms. Peterson purchased a 2008 Mazda CX-7 vehicle
8 equipped with a Mazda VVT assembly and suffered financial loss resulting from
9 defects in the VVT assembly. Specifically, in the timeframe of approximately
10 March 2012, Plaintiff's vehicle suffered a VVT failure that cost in excess of one
11 thousand dollars to repair. Plaintiff did not know, until approximately March
12 2012, that the VVT assembly was defective, despite her exercise of reasonable care
13 and diligence in the maintenance and use of her vehicle.

14 56. At the time of purchase, Mazda's authorized representative concealed
15 facts regarding the latent defect in the VVT assembly of Ms. Peterson's Defective
16 Vehicle. Had Plaintiff at the time of purchase known about the Mazda VVT
17 assembly defect present in the Defective Vehicles and/or the monetary costs
18 associated with repairing the defect, she would not have purchased the Defective
19 Vehicles.

20 57. As a result of the VVT assembly defect in her vehicle, Ms. Peterson
21 did not receive the economic benefit of her bargain and has suffered damages by
22 incurring out-of-pocket costs associated with repairing the VVT assembly defect in
23 her vehicle. Upon information and belief, Plaintiff's purchase of replacement parts
24 for the VVT failure from an authorized Mazda dealer, Neftin Westlake Mazda,
25 provided a financial benefit to Defendant.
26
27
28

1 **V. CLASS ACTION ALLEGATIONS**

2 58. Plaintiff brings this lawsuit as a class action on behalf of herself and
3 all others similarly situated as members of a proposed plaintiff class action. This
4 action satisfies the requirements for class certification under Rule 23.

5 59. The proposed Class is initially defined as follows:

6 All entities and adult persons domiciled or residing in the
7 fifty (50) states of the United States of America, the
8 District of Columbia, the Commonwealth of Puerto Rico
9 and the United States Territories who purchased and/or
10 leased at least one vehicle manufactured by Mazda with a
11 defective VVT assembly.

12 60. Plaintiff may also seek to certify additional subclasses, as the Court
13 would deem appropriate. Excluded from the Class are: (1) employees of Mazda,
14 including their officers and directors; (2) any judge to whom this action is assigned
15 and the judge's immediate family; (3) any owners who have suffered personal
16 injury from Mazda VVT assembly failures; and (4) persons who timely and validly
17 opt to exclude themselves from the Class.

18 **A. The Proposed Class Satisfies Rule 23(a).**

19 **1. Numerosity and Ascertainability**

20 61. Upon information and belief, the Class is comprised of thousands of
21 Mazda purchasers throughout the United States and its territories, thus making
22 joinder impractical.

23 62. The Class is composed of an easily ascertainable, self-identifying set
24 of individuals and entities whose identities can be readily determined from records
25 maintained by Defendant and its affiliates.

26 **2. Predominance of Common Issues**

27 63. There are numerous questions of law and fact common to all Class
28 members, and those questions predominate over any questions that may affect only
individual Class members.

64. The predominant common questions include the following:

- a. Whether Mazda designed, manufactured, and/or marketed a common class of vehicles with a Mazda VVT assembly prone to premature failure;
- b. Whether Mazda conducted, either directly or indirectly, appropriate testing of Mazda VVT-equipped engines;
- c. Whether the Defective Vehicles require a common set of repairs;
- d. Whether Mazda breached warranties to the class;
- e. Whether Mazda falsely and with reckless disregard misrepresented in its advertisements and promotional materials that the Mazda VVT assembly was adequate for use in defective engines of the Mazda vehicle family; and
- f. Whether Mazda fraudulently concealed from the Plaintiffs and class members the Mazda VVT assembly defect.

3. Typicality

65. Plaintiff's claims are typical of the claims of the Class. Plaintiff and the Class were subjected to the same kind of unlawful conduct and the claims of Plaintiff and the Class are based on the same legal theories.

4. Adequacy

66. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained counsel with substantial experience in prosecuting consumer class actions. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the Class. Neither Plaintiff nor her Counsel has interests adverse to those of the Class.

B. The Proposed Class Satisfies Rule 23(b).

67. Injunctive relief is appropriate as to the Class as a whole because Defendant has acted or refused to act on grounds generally applicable to the Class.

68. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Additionally, questions of law or fact common to class members predominate over questions involving only individual members. Because of the relatively modest economic value of the individual Class members' claims, few would likely seek their rightful legal recourse.

69. Without a class action, individual Class members would face burdensome litigation expenses, deterring them from bringing suit or adequately protecting their rights. A class action will allow Class members whose claims are too small to warrant an individual action to be compensated for their losses.

70. A class action will conserve judicial resources and promote a fair and consistent resolution of these claims. Absent a class action, Class members would continue to incur harm without remedy, while Defendant would continue to reap the benefits of its misconduct.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violations of the Consumer Legal Remedies Act)

(Cal. Civ. Code § 1750, *et seq.*)

71. Plaintiff incorporates the foregoing paragraphs by reference as though set forth fully herein.

72. The Consumer Legal Remedies Act, California Civil Code section 1750 *et seq.* ("CLRA"), was designed and enacted "to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protection." Cal. Civil Code § 1760. To this end, the CLRA sets forth a list of prohibited acts in Civil Code section 1770.

73. Mazda is a "person," as defined by Civil Code section 1761(c).

74. Plaintiff and Class members are "consumers," as defined by Cal. Civil Code section 1761(d), who purchased or leased one or more Defective Vehicles.

75. Mazda warranty services and warranty programs are "services," as defined by Cal. Civil Code section 1761(b).

76. Plaintiff is a "person," as defined by Cal. Civil Code § 1761(c).

77. Plaintiff attaches as Exhibit E an affidavit that shows venue in this District is proper, to the extent such an affidavit is required by California Civil Code § 1780(d).

1 78. The CLRA applies to Mazda's actions and conduct described herein
2 because it extends to transactions intended to result or which do result in the sale or
3 lease of goods or services for use primarily for family, personal, or household
4 purposes.

5 79. Venue is proper pursuant to Civil Code section 1780(d) because, on
6 information and belief, Mazda is headquartered and resides in Orange County,
7 California.

8 80. Mazda participated in unfair or deceptive acts or practices that
9 violated the CLRA, Cal. Civ. Code § 1750, *et seq.*, as described herein. By
10 representing that "new Mazda cars and trucks will be free of defects," Mazda
11 engaged in deceptive business practices prohibited by the CLRA, Cal. Civ. Code §
12 1750, *et seq.*, including:

- 13 a. representing that Defective Vehicles have characteristics, uses,
14 benefits, and qualities which they do not have, in violation of
15 Cal. Civil Code § 1770(a)(5);
 - 16 b. representing that Defective Vehicles are of a particular
17 standard, quality, and grade when they are not, in violation of
18 Cal. Civil Code § 1770(a)(7);
 - 19 c. advertising Defective Vehicles with the intent not to sell them
20 as advertised, in violation of Cal. Civil Code § 1770(a)(9);
 - 21 d. representing that a transaction involving Defective Vehicles
22 confers or involves rights, remedies, and obligations which it
23 does not, in violation of Cal. Civil Code § 1770(a)(14); and
 - 24 e. representing that the subject of a transaction involving
25 Defective Vehicles has been supplied in accordance with a
26 previous representation when it has not, in violation of Cal.
27 Civil Code § 1770(a)(16).
- 28

1 81. By failing to disclose and actively concealing the defects the VVT
2 assembly of Defective Vehicles, Mazda engaged in deceptive business practices
3 prohibited by the CLRA, Cal. Civ. Code § 1750, *et seq.*, including:

- 4 a. representing that Defective Vehicles have characteristics, uses,
5 benefits, and qualities which they do not have, in violation of
6 Cal. Civil Code § 1770(a)(5);
- 7 b. representing that Defective Vehicles are of a particular
8 standard, quality, and grade when they are not, in violation of
9 Cal. Civil Code § 1770(a)(7);
- 10 c. advertising Defective Vehicles with the intent not to sell them
11 as advertised, in violation of Cal. Civil Code § 1770(a)(9);
- 12 d. representing that a transaction involving Defective Vehicles
13 confers or involves rights, remedies, and obligations which it
14 does not, in violation of Cal. Civil Code § 1770(a)(14); and
- 15 e. representing that the subject of a transaction involving
16 Defective Vehicles has been supplied in accordance with a
17 previous representation when it has not, in violation of Cal.
18 Civil Code § 1770(a)(16).

19 82. Mazda owed Plaintiff a duty to disclose the defective nature of the
20 VVT assembly in Defective Vehicles, because it:

- 21 a. Possessed exclusive knowledge of the defects rendering
22 Defective Vehicles inherently more unreliable than similar
23 vehicles;
- 24 b. Intentionally concealed the defects in the VVT assembly of
25 Defective Vehicles through marketing programs, Technical
26 Service Bulletins, and its Special Service Program that Mazda
27 designed to mislead owners of Defective Vehicles about the
28 source and nature of the VVT defect; and/or

1 c. Made incomplete representations about the source and nature of
2 the VVT defect, while purposefully withholding material facts
3 from Plaintiff that contradicted these representations.

4 83. As alleged above, Mazda made numerous material statements about
5 Defective Vehicles being free from defects that were either false or misleading.
6 Each of these statements contributed to the deceptive context of Mazda's unlawful
7 advertising and representations as a whole.

8 84. Mazda knew that the VVT assembly in Defective Vehicles was
9 defectively designed or manufactured, would fail prematurely and without
10 warning, and was not suitable for its intended use. Mazda nevertheless failed to
11 warn Plaintiff and the Class about these defects in the VVT assembly despite
12 having a duty to do so.

13 85. Mazda's unfair or deceptive acts or practices were likely to and did in
14 fact deceive reasonable consumers, including Plaintiff, about the true safety and
15 reliability of Defective Vehicles.

16 86. As a result of its violations of the CLRA detailed above, Mazda
17 caused actual damage to Plaintiff and putative class members and, if not stopped,
18 will continue to harm them. Plaintiff and putative class members currently own or
19 lease, or within the class period have owned or leased, Defective Vehicles. Plaintiff
20 and the Class risk irreparable injury as a result of Mazda's acts and omissions in
21 violation of the CLRA. The Technical Service Bulletins and the Special Service
22 Program instated by Mazda have been grossly inadequate and not an effective
23 remedy for Defective Vehicle owners. Mazda's violations of the CLRA present a
24 continuing threat to Plaintiff, the Class, and members of the public, in that Mazda
25 is continuing to engage in the practices alleged herein, and will not cease until an
26 injunction is issued by this Court. Plaintiff and the Class are entitled to an
27 injunction pursuant to Civil Code § 1780(a)(2).
28

1 87. Plaintiff has provided Mazda with notice and opportunity to cure its
2 violations. Mazda has refused to do so. Pursuant to Civil Code § 1780(a)(1),
3 Plaintiff and the Class are entitled to relief against Mazda measured as the greater
4 of (a) actual damages in an amount to be determined at trial; or (b) statutory
5 damages in the amount of \$1,000 for each Plaintiff and each member of the Class.

6 88. Mazda's conduct was oppressive, fraudulent, and malicious. Mazda's
7 conduct as described herein was despicable because it was carried on by Mazda
8 with a willful and conscious disregard of the rights or safety of others, subjecting
9 Plaintiff and the Class to cruel and unjust hardship as a result. Mazda's conduct as
10 described herein was deceitful and constituted concealment of a material fact
11 known to Mazda, and it was carried out with the intention of thereby depriving
12 Plaintiff and the Class of legal rights or otherwise causing injury Plaintiff and the
13 Class. Mazda fraudulently concealed material facts about defects in the VVT
14 assembly of Defective Vehicles, and it has continued to mislead owners of
15 defective vehicles about the source and nature of defects in the VVT assembly.
16 Mazda has done so with a profiteering motive and with the goal of avoiding the
17 expense of correcting the defects in the VVT assembly of Defective Vehicles.
18 Pursuant to Civil Code § 1780(a)(4), Plaintiff and the Class are entitled to punitive
19 damages.

20 89. Plaintiff and the Class are also entitled to attorney's fees and costs,
21 pursuant to Civil Code § 1780(e). Plaintiff and the Class are further entitled to any
22 other relief the Court deems proper, pursuant Civil Code § 1780(a)(5).

23 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

24 **SECOND CAUSE OF ACTION**

25 **(Violations of the False Advertising Law)**

26 **(Cal. Bus. & Prof. Code § 17500, *et seq.*)**

27 90. Plaintiff incorporates the foregoing paragraphs by reference as though
28 set forth fully herein.

1 91. Business and Professions Code § 17500 (“FAL”) provides that “[i]t is
2 unlawful for any person, firm, corporation or association . . . with intent . . . to
3 dispose of real or personal property or to perform services. . . to induce the public
4 to enter into any obligation relating thereto, to make or disseminate or cause to be
5 made or disseminated . . . from this state before the public in any state, in any
6 newspaper or other publication, or any advertising device, or by public outcry or
7 proclamation, or in any other manner or means whatever, including over the
8 Internet, any statement . . . which is untrue or misleading, and which is known, or
9 which by the exercise of reasonable care should be known, to be untrue or
10 misleading. . . .”

11 92. Mazda has violated and continues to violate the FAL by making or
12 disseminating untrue or misleading statements, or by causing untrue or misleading
13 statements to be made or disseminated in, or from California, with the intent to
14 induce Plaintiff and the Class to enter into transactions for the sale or lease of
15 Defective Vehicles. Mazda has violated the FAL because the misrepresentations
16 and omissions regarding defects in the VVT assembly of Defective Vehicles, as set
17 forth in this Complaint, were material and likely to deceive a reasonable consumer.
18 Mazda’s conduct in this regard includes, but is not necessarily limited to, the
19 following:

- 20 a. Representing that new Mazda cars and trucks will be free of defects
21 with normal use and prescribed maintenance during the warranty
22 period;
- 23 b. Representing that the Powertrain Components of new Mazda cars and
24 trucks will be free of defects with normal use and prescribed
25 maintenance during the warranty period; and
- 26 c. Mazda’s omissions and failure to disclose facts regarding the actual
27 defects in the VVT assembly of Defective Vehicles.
28

1 93. Defendant's representations were untruthful and misleading because
2 such statements are likely to deceive members of the general public, including
3 Plaintiff and Class members, into leasing or purchasing new vehicles that were
4 defective during the warranty period.

5 94. Plaintiff and the Class have suffered an injury in fact, including the
6 loss of money or property, as a result of Defendant's violation of the FAL. In
7 purchasing or leasing their vehicles, the Plaintiff relied on Mazda's representations
8 regarding new cars being free from defect and Mazda's omissions regarding the
9 actual defects in the VVT assembly of Defective Vehicles. Mazda's
10 representations turned out to be untrue or misleading because the VVT assembly in
11 Mazda's Defective Vehicles, including Plaintiff's vehicle, was defective. Had the
12 Plaintiff known this, she would not have purchased her Defective Vehicle and/or
13 paid as much for it, nor would she have incurred VVT assembly repair costs.

14 95. Mazda's false advertising has caused substantial ongoing harm to
15 Plaintiff, the Class, and the public. All of the wrongful conduct alleged herein
16 continues to occur in the conduct of Defendant's business. Mazda's wrongful
17 conduct is part of a pattern or generalized course of conduct that will continue to
18 be perpetuated unless enjoined by this Court.

19 96. Plaintiff and the Class are entitled to relief, including an injunction
20 prohibiting Defendant from engaging in the practices herein, full restitution, and/or
21 restitutionary disgorgement of any money obtained by Mazda as a result of its false
22 advertising.

23 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

24 **THIRD CAUSE OF ACTION**

25 **(Violations of the Unfair Competition Law)**

26 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

27 97. Plaintiff incorporates the foregoing paragraphs by reference as though
28 set forth fully herein.

1 98. Business and Professions Code § 17200 (“UCL”)⁴ prohibits unfair
2 competition, which is defined broadly to include any unlawful, unfair, or
3 fraudulent business act or practice. Defendant violated the UCL by engaging in
4 unlawful, unfair, or fraudulent business acts or practices.

5 99. Mazda committed *unlawful* business acts or practices within the
6 meaning of the UCL. Mazda’s conduct in this regard includes, but is not
7 necessarily limited to, the following:

- 8 a. Defendant has violated the CLRA, as set forth in the first cause
9 of action, by the acts and practices set forth in this Complaint;
- 10 b. Defendant has violated the FAL, as set forth in the second
11 cause of action, by the acts and practices set forth in this
12 Complaint; and
- 13 c. Defendant has violated the Song-Beverly Consumer Warranty
14 Act, as set forth in the fourth cause of action, by the acts and
15 practices set forth in this Complaint.

16 100. Defendant committed *unfair* business acts or practices within the
17 meaning of the UCL because Defendant’s conduct offends public policy and/or is
18 immoral, unethical, oppressive, unscrupulous, or substantially injurious to
19 consumers. Among other things, Defendant’s conduct includes the manufacture
20 and sale of vehicles with a defective VVT assembly, and Defendant’s failure to
21 adequately investigate, disclose, and remedy that defect offends established public
22 policy. The harm that this conduct caused to consumers greatly outweighs any
23 benefits associated with such practices. Defendant’s conduct has also impaired
24 competition within the automotive vehicles market and has prevented Plaintiff,
25 Class members, and potential purchasers from making fully informed decisions
26

27 ⁴ “Unfair Competition Law” or “UCL” is a shorthand reference to Business and
28 Professions Code § 17200.

1 about whether to purchase or lease Defective Vehicles and/or the price to be paid
2 to purchase or lease Defective Vehicles.

3 101. Defendant committed *fraudulent* business acts or practices within the
4 meaning of the UCL because Defendant's conduct is likely to deceive members of
5 the general public, including Plaintiff and Class members. Mazda's conduct in this
6 regard includes, but is not necessarily limited to, the following:

- 7 a. Representing that new Mazda cars and trucks will be free of defects
8 with normal use and prescribed maintenance during the warranty
9 period;
- 10 b. Representing that the Powertrain Components of new Mazda cars and
11 trucks will be free of defects with normal use and prescribed
12 maintenance during the warranty period;
- 13 c. Omitting and failing to disclose facts regarding the actual defects in
14 the VVT assembly of Defective Vehicles.

15 102. Plaintiff and the Class have suffered an injury in fact, including the
16 loss of money or property, as a result of Defendant's unfair competition. In
17 purchasing or leasing their vehicles, the Plaintiff relied on Mazda's representations
18 regarding new cars being free from defect and Mazda's omissions regarding the
19 actual defects in the VVT assembly of Defective Vehicles. Mazda's
20 representations turned out to be untrue or misleading, because the VVT assembly
21 in Mazda's Defective Vehicles—including Plaintiff's vehicle—was defective. Had
22 Plaintiff known this, she would not have purchased her Defective Vehicle and/or
23 paid as much for it, nor would she have incurred VVT assembly repair costs.
24 Accordingly, Plaintiff overpaid for her Defective Vehicle and did not receive the
25 benefit of her bargain.

26 103. Defendant's business acts and practices have caused substantial
27 ongoing harm to Plaintiff, the Class, and the public. All of the wrongful conduct
28 alleged herein continues to occur in the context of Defendant's business.

1 Defendant's wrongful conduct is part of a pattern or generalized course of conduct
2 that will continue to be perpetuated unless enjoined by this Court.

3 104. As a result of its unfair business acts and practices, Defendant has
4 been unjustly enriched at the expense of Plaintiff and the Class. Plaintiff and the
5 Class are entitled to relief, including an injunction prohibiting Defendant from
6 engaging in the practices herein, full restitution, and/or restitutionary disgorgement
7 of any money obtained by Mazda as a result of its unfair competition.

8 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

9 **FOURTH CAUSE OF ACTION**

10 **(Violations of the Song-Beverly Consumer Warranty Act)**

11 **(Civil Code § 1793.2(d))**

12 105. Plaintiff incorporates the foregoing paragraphs by reference as though
13 set forth fully herein.

14 106. The Song-Beverly Act is a remedial statute designed to protect
15 consumers who have purchased products covered by an express warranty. One of
16 the most significant protections afforded by the act is that "if the manufacturer or
17 its representative in this state does not service or repair the goods to conform to the
18 applicable express warranties after a reasonable number of attempts, the
19 manufacturer shall either replace the goods or reimburse the buyer in an amount
20 equal to the purchase price paid by the buyer, less that amount directly attributable
21 to use by the buyer prior to the discovery of the nonconformity." Civ. Code
22 § 1793.2(d).

23 107. Plaintiff and Class members purchased Defective Vehicles
24 manufactured or distributed by Mazda.

25 108. Mazda gave Plaintiff and the Class a warranty by making written
26 statements that (1) new Mazda cars and trucks will be free of defects with normal
27 use and maintenance during the warranty period; and (2) the Powertrain
28

1 Components of new Mazda cars and trucks will be free of defects with normal use
2 and maintenance during the warranty period.

3 109. The Defective Vehicles purchased by Plaintiff and the Class did not
4 perform as stated in that Defective Vehicles were defective during the warranty
5 period.

6 110. Plaintiff delivered her Defective Vehicle to an authorized Mazda
7 repair facility for repair. Mazda and its representative failed to repair Plaintiff's
8 Defective Vehicle to match the warranty after a reasonable number of
9 opportunities.

10 111. Mazda did not replace the Plaintiff's Defective Vehicle or reimburse
11 Plaintiff an amount of money equal to the purchase price of the Defective Vehicle,
12 less the value of its use by Plaintiff before discovering the defects.

13 112. Plaintiff and the Class are entitled to relief. Pursuant to Civil Code §
14 1793.2(d), Plaintiff and the Class are entitled to a judgment declaring and
15 mandating that Mazda either replace the Defective Vehicles or reimburse Plaintiff
16 and the Class in an amount equal to the purchase price paid by Plaintiff and the
17 Class, less that amount directly attributable to use by the buyer prior to the
18 discovery of the nonconformity. Plaintiff and the Class are also entitled to costs
19 and expenses, including attorney's fees, pursuant to Civil Code § 1794(d).

20 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

21 **FIFTH CAUSE OF ACTION**

22 **(Breach of Express Warranty)**

23 113. Plaintiff incorporates the foregoing paragraphs by reference as though
24 set forth fully herein.

25 114. Mazda is and was at all relevant times a merchant with respect to
26 motor vehicles under Cal. Com. Code § 2104.

27 115. In the course of selling its vehicles, Mazda expressly warranted in
28 writing that the Vehicles were free from defects.

1 116. Mazda breached the express warranty. Contrary to Mazda's promise
2 that "new Mazda cars and trucks will be free of defects," the vehicles were
3 defective during the warranty period.

4 117. Mazda further breached the express warranty by failing to adequately
5 provide coverage and to repair or correct defects in the VVT assembly of Defective
6 Vehicles during the warranty period.

7 118. Plaintiff took reasonable steps to notify Mazda within a reasonable
8 time that her Defective Vehicle was not as represented by, among other things,
9 presenting her Defective Vehicle to an authorized Mazda Dealer for repairs. In
10 addition, Plaintiff, through her counsel, has provided Mazda with notice and
11 opportunity to cure its violations. Mazda has refused to do so.

12 119. Plaintiff and the Class have suffered harm. The failure of the
13 Defective Vehicles to be as represented and the failure of Mazda to repair
14 Defective Vehicles was a substantial factor in causing harm to Plaintiff and the
15 Class.

16 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

17 **SIXTH CAUSE OF ACTION**

18 **(Breach of Implied Warranty)**

19 120. Plaintiff incorporates the foregoing paragraphs by reference as though
20 set forth fully herein.

21 121. Mazda is and was at all relevant times a merchant with respect to
22 motor vehicles under Com. Code § 2104.

23 122. Plaintiff purchased her Defective Vehicle from Mazda's authorized
24 agent. At the time of purchase, Mazda and its authorized agents were in the
25 business of leasing and selling vehicles and/or by course of business held itself out
26 as having special knowledge or skill regarding these vehicles.
27
28

1 123. A warranty that the Defective Vehicles were in merchantable
2 condition was implied by law in the instant transaction, pursuant to Com. Code §
3 2314.

4 124. The Defective Vehicles, when sold and at all times thereafter, were
5 not in merchantable condition and are not fit for the ordinary purpose for which
6 cars are used and/or were not of the same quality as those generally acceptable in
7 the trade. Specifically, the Defective Vehicles were designed, manufactured,
8 distributed, and sold with a defective VVT assembly that Mazda knew was
9 defective and likely to fail and result in catastrophic engine failure.

10 125. Plaintiff and Class members have had sufficient direct dealings with
11 either the Defendant or its agents (dealerships) to establish vertical privity of
12 contract between themselves and Defendant. Notwithstanding this, privity is not
13 required in this case because Plaintiff and Class members are intended third-party
14 beneficiaries of contracts between Mazda and its dealers; specifically, they are the
15 intended beneficiaries of Mazda's implied warranties. The dealers were not
16 intended to be the ultimate consumers of the Defective Vehicles and have no rights
17 under the warranty agreements provided with the Defective Vehicles; the warranty
18 agreements were designed for and intended to benefit the ultimate consumers only.
19 Finally, privity is also not required because Plaintiff's and Class members'
20 Defective Vehicles are dangerous instrumentalities due to the aforementioned
21 defects and nonconformities.

22 126. Plaintiff took reasonable steps to notify Mazda within a reasonable
23 time that her Defective Vehicle was not as represented by, among other things,
24 presenting her Defective Vehicle to an authorized Mazda Dealer for repairs. In
25 addition, Plaintiff, through her counsel, has provided Mazda with notice and
26 opportunity to cure its violations. Mazda has refused to do so.

127. Plaintiff and the Class have suffered harm. Defendant's practice of selling the Defective Vehicles, which did not have the expected quality, was a substantial factor in causing harm to Plaintiff and the Class.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

SEVENTH CAUSE OF ACTION

(Concealment)

128. Plaintiff incorporates the foregoing paragraphs by reference as though set forth fully herein.

129. As set forth above, Defendant concealed and/or suppressed material facts concerning VVT assembly defects in the Defective Vehicles. Mazda has had actual knowledge about defects in the VVT assembly of Defective Vehicles since at least 2007, yet it has attempted to hide this defect from Plaintiff, the Class, and the marketplace. Despite its knowledge, Mazda failed to disclose the defect in the VVT assembly at the time Plaintiff and Class members purchased or leased their Defective Vehicles.

130. Mazda owed Plaintiffs a duty to disclose the defective nature of the VVT assembly in Defective Vehicles, because it:

- a. Possessed exclusive knowledge of the defects in the VVT assembly of Defective Vehicles;
- b. Intentionally concealed the defects in the VVT assembly of Defective Vehicles through its marketing programs, Technical Service Bulletins, and its Special Service Program that Mazda designed to mislead owners and potential buyers of Defective Vehicles about the source and nature of the VVT defect; and/or
- c. Made incomplete representations about the source and nature of the VVT defect, while purposefully withholding material facts from Plaintiff and Class Members that contradicted these representations.

1 131. Mazda had a duty to disclose omitted material facts because they were
2 known and/or accessible only to Mazda, which had superior knowledge and access
3 to the facts, and Mazda knew concealed facts were not known to or reasonably
4 discoverable by Plaintiff and the Class. These concealed facts were material
5 because they directly impact the reliability, workmanship, and safety of the
6 Defective Vehicles. A failed VVT assembly and resulting engine failure are
7 material concerns regarding the reliability, workmanship, and safety of vehicles.
8 Defendant possessed exclusive knowledge of the defects rendering Defective
9 Vehicles inherently defective and less reliable than non-Defective Vehicles.

10 132. In addition, Mazda had a duty to disclose concealed facts because
11 Mazda consistently marketed their vehicles as being free from defects. As part of
12 its bumper-to-bumper and powertrain warranties, Mazda has consistently
13 represented that “new Mazda cars and trucks will be free of defects” during the
14 specified warranty periods. As early as 2007, however, Mazda began issuing TSBs
15 to dealers acknowledging defects “caused by the lock pin of the variable valve
16 timing actuator not fully engaging.” As discussed above, in January 2008, Mazda
17 issued TSB 01-002/08, which again instructed authorized dealers to replace
18 additional parts related to the Mazda VVT assembly and to use new repair
19 procedures. While Mazda knew about and advised its authorized dealers about the
20 latent defect in the VVT assembly of the potential vehicles, Mazda failed to
21 disclose these facts to existing and potential purchasers and lessors of Defective
22 Vehicles.

23 133. Once Mazda made representations to potential purchasers, lessors, and
24 the general public that “new Mazda cars and trucks will be free of defects,” Mazda
25 was under a duty to disclose these omitted facts. This is because where one does
26 speak one must speak the whole truth and not conceal any facts which materially
27 qualify those facts stated. One who volunteers information must be truthful, and
28 the telling of a half-truth calculated to deceive is fraud.

1 134. Mazda actively concealed and/or suppressed these material facts, in
2 whole or in part, with the intent to induce Plaintiff and the Class to purchase
3 Defective Vehicles at a higher price than the vehicles' true value. Mazda further
4 actively concealed and/or suppressed these material facts with the intent of
5 avoiding its obligation to repair the VVT assembly of Defective Vehicles.

6 135. Defendant still has not made full and adequate disclosures and
7 continues to defraud Plaintiff, the Class, and the general public.

8 136. Plaintiff and the Class were unaware of these omitted material facts
9 and would not have acted as they did if they had known of the concealed and/or
10 suppressed facts. Plaintiff's and the Class's actions were justified. Mazda was in
11 exclusive control of the material facts and such facts were not known to the public
12 or the Class.

13 137. As a result of the concealment and/or suppression of the facts,
14 Plaintiff and the Class sustained damage.

15 138. Mazda's conduct was oppressive, fraudulent, malicious, and in
16 reckless disregard the rights of Plaintiff and the Class. Mazda's conduct as
17 described herein was despicable conduct because it was carried on by Mazda with
18 a willful and conscious disregard of the rights or safety of others, subjecting
19 Plaintiff and the Class to cruel and unjust hardship as a result. Mazda's conduct as
20 described herein was deceitful and constituted concealment of a material fact
21 known to Mazda, and it was carried out with the intention of thereby depriving
22 Plaintiff and the Class of legal rights or otherwise causing injury to Plaintiff and
23 the Class. Mazda fraudulently concealed material facts about defects in the VVT
24 assembly of Defective Vehicles, and it has continued to mislead owners of
25 defective vehicles about the source and nature of defects in the VVT assembly.
26 Mazda has done so with a profiteering motive and with the goal of avoiding the
27 expense of correcting the defects in the VVT assembly of Defective Vehicles.
28 Mazda's conduct warrants an assessment of punitive damages in an amount

1 sufficient to deter such conduct in the future, which amount is to be determined
2 according to proof.

3 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

4 **EIGHTH CAUSE OF ACTION**

5 **(Declaratory Relief)**

6 139. Plaintiff incorporates the foregoing paragraphs by reference as though
7 set forth fully herein.

8 140. A real and actual controversy has arisen and now exists between
9 Plaintiff and Defendant concerning the (1) defects in the VVT assembly of
10 Defective Vehicles; and (2) legality of Mazda's practices complained of herein.

11 141. Plaintiff and the Class contend that the VVT assembly of Defective
12 Vehicles is defective and that Mazda has duty to repair such defects.

13 142. Plaintiff, on behalf of herself and the Class, seeks a judicial
14 determination as to the existence of VVT assembly defects in Defective Vehicle
15 and Mazda's duty to repair such defects. A judicial declaration is necessary and
16 appropriate at this time in order for Plaintiff and the Class to ascertain their rights
17 and duties.

18 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

19 **VII. PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, on behalf of herself and all others similarly
21 situated, prays for judgment against Defendant as follows:

- 22 1. An order certifying the proposed Class and any appropriate
23 subclasses, and designating Plaintiff as Class Representative and her
24 counsel as Class Counsel;
- 25 2. A declaration that Defendant is financially responsible for providing
26 notice to the Class;
- 27 3. A declaration that the Defendant's conduct violates Civil Code
28 §§ 1670.5 and 1671;

4. An injunction ordering Defendant to cease and desist from engaging in the unfair, unlawful, and/or fraudulent practices alleged herein;
5. Restitution and/or disgorgement;
6. Compensatory damages according to proof;
7. Prejudgment and post-judgment interest at the maximum legal rate;
8. Costs of the proceedings herein;
9. Reasonable attorney's fees; and
10. All other and further relief as the Court deems just and proper.

Dated: December 16, 2013

Respectfully submitted,

ABTAHI LAW FIRM



ALI ABTAHI

Attorneys for Plaintiff
Lynn Peterson and the Class

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a trial by jury of all issues so triable.

Dated: December 16, 2013

Respectfully submitted,

ABTAHI LAW FIRM



ALI ABTAHI

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Attorneys for Plaintiff
Lynn Peterson and the Class

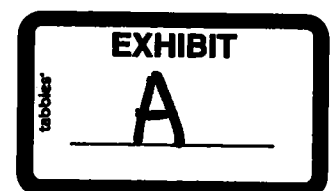
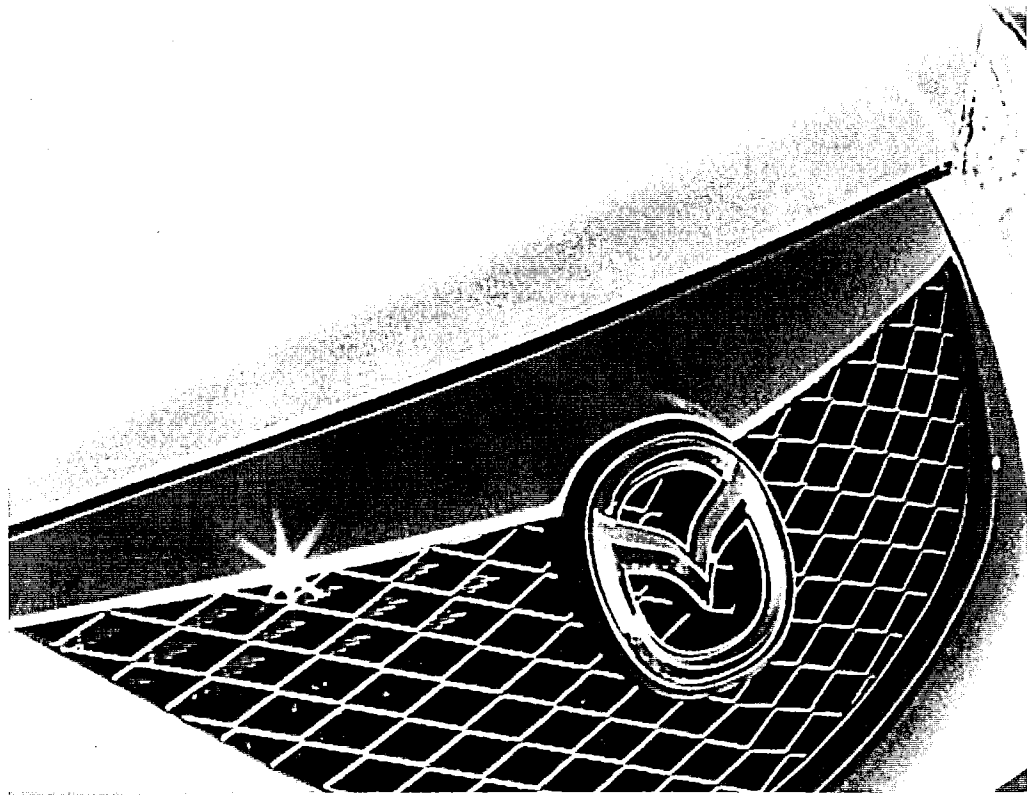
EXHIBIT A



2008

WARRANTY INFORMATION

(For Mazda CX-7, Mazda3, Mazdaspeed3, Mazda MX-5,
Mazda RX-8 and Mazda CX-9)



AN IMPORTANT MESSAGE FROM MAZDA

1

We thank you very much for choosing Mazda. We at Mazda design and build vehicles with complete customer satisfaction in mind. From the moment you get behind the wheel of your new Mazda, you'll notice how good it feels. A feeling you'll appreciate for as long as you own your Mazda.

You'll also be pleased to know how strongly we stand behind every Mazda car and truck. The New Vehicle 36-month/36,000 Mile Limited Basic Warranty and the Powertrain 60-month/60,000 Mile Limited Warranty described in this booklet is one of the finest available.

Together with your Owner's Manual, this warranty booklet details the operating procedures and intervals between maintenance that we recommend you follow to maximize the performance of your Mazda.

In addition, your authorized Mazda Dealer will take care of all your service needs using Genuine Mazda Parts. They'll do all they can to ensure that your car or truck continues to exceed all your expectations.

At Mazda, it's not enough to sell cars and trucks that look impressive in the showroom. We're committed to making sure you enjoy your Mazda for years to come.

**Mazda Motor Corporation
and
Mazda North American Operations**

UX

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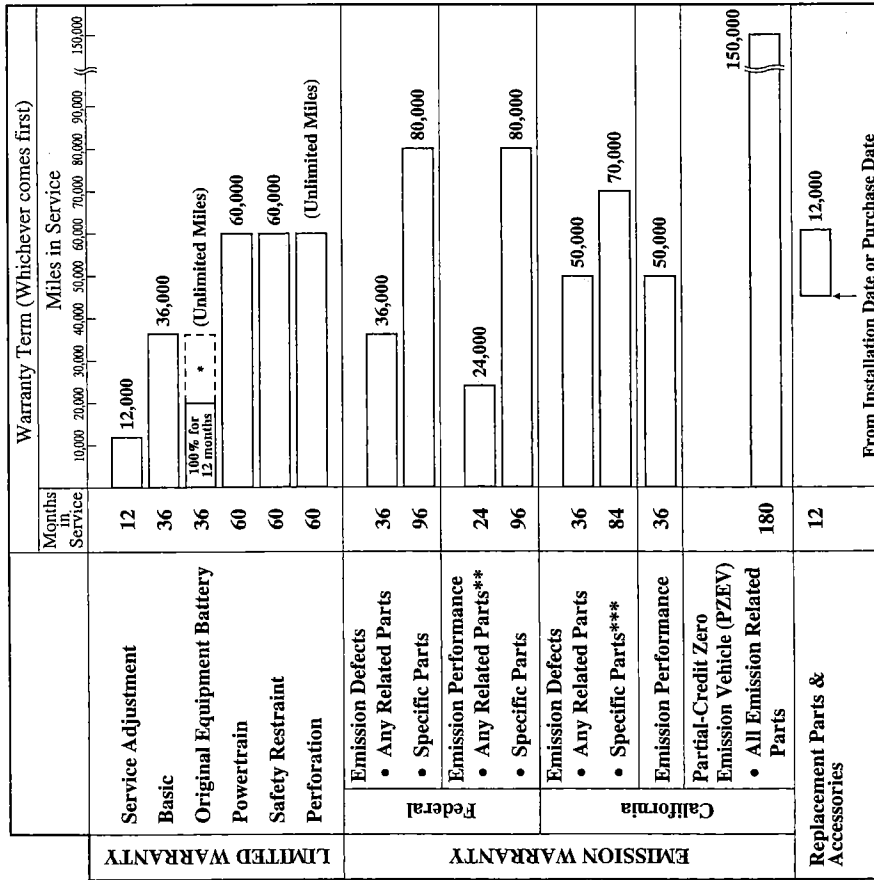
Change of Address or Subsequent Ownership Notification 44

Note:

All information is based on the latest data available at the time of publication and, with the exception of the emissions warranty, is subject to change without notice.

WARRANTY COVERAGE AT A GLANCE

4



This chart illustrates warranty coverage by months and miles. Please read the applicable pages for detailed information on what is covered and what is not covered under each of these warranties.

Note: Tires are warranted by the Tire Manufacturers.

- * : Prorate through 36th month
- ** : Mazda will provide coverage under the terms of the New Vehicle Warranty.
- *** : Except those specified parts covered by the Federal Emission Warranty.

IMPORTANT

5

Please keep this booklet with your Mazda Vehicle.

This booklet should be presented to a Mazda Dealer if warranty service is needed.

This booklet should remain with your Mazda Vehicle, so if you sell it future owners will have this information.

DEFINITIONS

As used in this booklet (unless otherwise specifically stated),

“Mazda” means Mazda Motor Corporation, 3-1 Shinchi, Fuchu-cho, Aki-gun, Hiroshima, Japan 7308670, and Mazda North American Operations 7755 Irvine Center Drive, Irvine, CA 92618-2922, U.S.A.

“Mazda Vehicle” means a 2008 model year Mazda motor vehicle manufactured by or for Mazda.

“Mazda Importer/Distributor” means any of the companies identified as a Mazda Importer/Distributor on page 38 of this booklet.

“Mazda Dealer” means a person authorized by a Mazda Importer/Distributor to service Mazda Vehicles or perform repairs under the warranties in this booklet.

“Mazda Accessory” means a Mazda genuine accessory or Mazda genuine optional equipment supplied by a Mazda Importer/Distributor.

To Our Customer

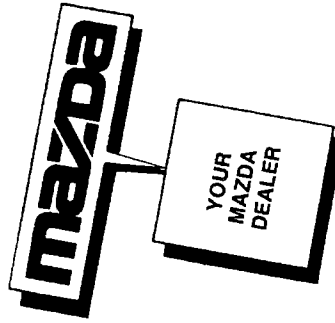
Your complete and permanent satisfaction is our business. We are here to serve you. All Authorized Mazda Dealers have the knowledge and the tools to keep your Mazda Vehicle in top condition.

If you have any questions or recommendations for improvement regarding the service of your Mazda Vehicle or servicing by Mazda Dealer personnel, we recommend that you take the following steps:

Step 1: Contact Your Mazda Dealer.

Discuss the matter with an Authorized Mazda Dealer. This is the quickest and best way to address the issue.

If your concern has not been resolved by the CUSTOMER RELATIONS, SALES, SERVICE or PARTS MANAGER, then please contact the GENERAL MANAGER or the OWNER of the dealership.



Owner's Name		Date of Retail Delivery or First Use																					
Address	Month	Day	Year																				
Mileage at Delivery																							
City	State	Zip Code	Miles																				
Vehicle Identification Number <table border="1" style="width: 100%; height: 40px; border-collapse: collapse;"> <tr> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> <td style="width: 5%; height: 20px;"></td> </tr> </table>																							
Name of Selling Dealership																							
TEL () -		Dealer Code																					

SPEEDOMETER REPLACEMENT RECORD	
Speedometer replaced on _____ date _____	Miles _____
Dealer Name _____	
Dealer Signature _____	
After the speedometer is replaced, total mileage should be determined by adding the mileage listed here to the current mileage shown on the speedometer installed.	

WHEN YOU NEED TO TALK TO MAZDA

8

Step 2: Contact Mazda North American Operations

If for any reason you feel the need for further assistance after contacting your dealership management, you can reach Mazda North American Operations by one of the following ways:

Log on at: **www.mazdausa.com**

Answers to many questions, including how to locate or contact a local Mazda Dealership in the U.S., can be found here.

You can also contact Mazda:

By e-mail: **Customer Assistance@Mazdausa.com**

By Phone at: **(800) 222-5500**

By letter at: **Attn: Customer Assistance
Mazda North American Operations
7755 Irvine Center Drive
Irvine, CA 92618-2922
P.O. Box 19734
Irvine, CA 92623-9734**

Whatever way you contact us, please help us to serve you more efficiently and effectively by providing the following information:

1. Your name, address, and telephone number
2. Year and model of vehicle
3. Vehicle Identification Number (17 digits, noted on your registration or title or located on the upper driver's side corner of the dash)
4. Purchase date and current mileage
5. Your dealer's name and city location
6. Your question(s)

If you live outside the U.S.A., please contact your nearest Mazda Distributor (Please see page 38.)

UX

NEW VEHICLE LIMITED WARRANTY

9

What Is Covered

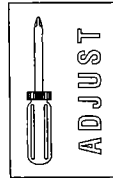
Mazda warrants that your new Mazda Vehicle is free from defects in material or workmanship, subject to the following terms and conditions.
A Mazda Dealer will make necessary repairs, using new or remanufactured parts, to correct any problem covered by this warranty without charge to you.

Basic Coverage Period

Any component of your new Mazda Vehicle is covered for **36 months** or **36,000 miles**, whichever comes first, from the earlier date of either retail delivery or first use of the Mazda Vehicle.

Exceptions

The items specified below are covered for specific periods which are different from the basic coverage.



■ Adjustments

Service adjustment is covered for the first **12 months** or **12,000 miles**, whichever comes first.

Service adjustment means minor repairs not usually associated with the replacement of parts, such as wheel balance and alignment, tension adjustment of automatic transmission throttle cable and V-belt, fitting of engine hood, trunk lid, or rear hatch, etc.

Note:

Adjustments required to conform to an EPA approved emission short test, are subject to the applicable emission warranty coverage.

■ Air Conditioner Refrigerant Charge

Air conditioner refrigerant charge is covered for the first **12 months** of the warranty period regardless of mileage. Over the balance of the warranty period, refrigerant charge is covered only when replenished as part of a warranty repair.



What Is Not Covered

Factors Beyond the Manufacturer's Control

- Misuse of the Mazda Vehicle such as driving over curbs, overloading, racing, snowplowing, etc.
(Proper usage is described in your Owner's Manual.)
- Accidents such as collision, fire, flood, theft, riot etc.
- Alteration, modification, tampering etc.
- If the vehicle has been classified a total loss and/or sold for salvage purposes or branded for any other reasons.

- Damage or surface corrosion from the environment such as:

Acid rain, airborne fallout (chemicals, tree sap, etc), salt, road hazards, hail, wind storm, lightning, floods and other natural disasters.

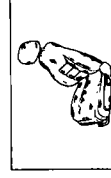
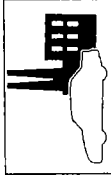
- Cosmetic conditions or surface corrosion from stone chips or scratches in the paint.
- Removal of the vehicle from the warranty-applicable market for which it was produced.

Damage due to Lack of Maintenance or the Use of Wrong Fuel, Oil or Lubricants

- Lack of proper maintenance as described in your Owner's Manual.
(Failure to properly maintain your vehicle can result in your warranty being voided either in whole or in part.)
- Improper maintenance, the use of other than specified fuel, oil or lubricants recommended in your Owner's Manual.

Normal Deterioration

- Normal wear, tear or deterioration such as discoloration, fading, deformation, blur etc.
- Surface corrosion on any part other than the body sheet metal panels forming the exterior appearance of a Mazda Vehicle.



■ Original Equipment Battery

The originally equipped battery is fully covered for the first 12 months of the warranty period regardless of mileage. After 12 months but within 24 months, 50% of the replacement battery's suggested retail price will be your responsibility. After 24 months but within 36 months, 75% of the replacement battery's suggested retail price will be your responsibility. The rest, including labor charge, is covered by Mazda.

Months in Use	Parts		Labor	
	Customer pays	Mazda Pays	Customer Pays	Mazda Pays
0-12	0%	100%	0%	100%
13-24	50	50	0	100
25-36	75	25	0	100

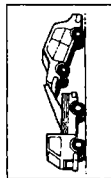
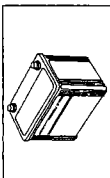
Towing

If Mazda vehicle is not driveable due to a warranted part failure during the coverage period of the New Vehicle Limited Warranty (36 months/36,000 miles), towing service will be covered to the nearest Mazda dealer. In addition, if a Mazda vehicle is not driveable due to the failure of a warranted powertrain component, then towing service will be covered during the coverage period of the Powertrain Limited Warranty (60 months/60,000 miles).

Warranty Application

This warranty is applicable to Mazda Vehicles originally registered and normally operated in the United States or U.S. territories for which they were produced e.g. United States, U.S. Virgin Islands, Guam, Saipan or American Samoa.

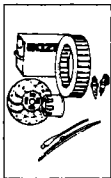
During the warranty period, this warranty is transferable to subsequent owners. Mail the "Subsequent Ownership Notification" attached to the end of the booklet to your Mazda Importer/Distributor.



NEW VEHICLE LIMITED WARRANTY

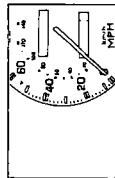
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What Is Not Covered (Cont'd)



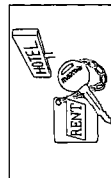
Maintenance is at Owner's Expense

- Normal maintenance services such as cleaning and polishing, lubrication, and replenishment or replacement of oil, fluid, coolant, worn wiper blades, filters, worn brake and clutch linings, spark plugs, fuses, keyless transmitter batteries etc.
- Maintenance services described as "Scheduled Maintenance Services", "Owner Maintenance Services" or "Appearance Care" in your Owner's Manual.



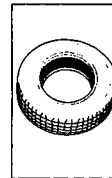
Altered Mileage

- Any repair of a Mazda Vehicle on which the odometer has been altered or on which the actual mileage cannot be readily determined.
(When replacing the speedometer, the "Speedometer Replacement Record" on page 6 must be filled in by a Mazda Dealer.)



Extra Expenses and Damages

- Any financial loss, for example: due to loss of use of the Mazda Vehicle, lodging, transportation, travel costs, loss of pay and any other expenses or damages.



Tires

- Tires are warranted by the tire manufacturers. Refer to the "Tire Limited Warranty" on page 35 for a brief explanation or the tire warranty pamphlets provided with your Mazda Vehicle for details.

NEW VEHICLE LIMITED WARRANTY

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Your Responsibilities

Maintenance

You are responsible for properly operating and maintaining your Mazda Vehicle in accordance with the instructions described in your Owner's Manual. If your vehicle is used under severe driving conditions, you should follow Schedule 2 of the maintenance requirements described in your Owner's Manual.

Maintenance Records

You should retain maintenance records since it may be necessary in some instances for you to show that the required maintenance has been performed.

The "Scheduled Maintenance Record" on page 39 should be filled in when scheduled maintenance is performed. Keep all receipts and make them available in case questions about maintenance arise.

To Get Warranty Service

You must take your Mazda Vehicle, along with this booklet, to a Mazda Dealer in the United States, Puerto Rico, U.S. Virgin Islands, Guam, Saipan, American Samoa, Canada or Mexico during its normal service hours. While any Mazda Dealer will perform warranty service, Mazda recommends that you return to the dealership where you purchased your Mazda Vehicle because you have already established a relationship with them.

If you have any question or need assistance regarding this warranty, refer to "When You Need to Talk to Mazda" on page 7.

Limited Liability

The liability of Mazda under this warranty is limited solely to the repair or replacement of parts defective in Mazda-supplied material, or workmanship by a Mazda Dealer at its place of business. Specifically, it does not include any expense of, or payment for loss of use of the Mazda Vehicle during warranty repairs.

NEW VEHICLE LIMITED WARRANTY

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Other Terms

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

All Implied Warranties, including but not limited to any regarding marketability or fitness for a particular purpose, are limited respectively to the duration of this warranty.

This warranty is given in lieu of all other Express Warranties (except those set forth separately in this booklet) on the part of Mazda, Mazda Importer/Distributor, or the Mazda Dealer selling the Mazda Vehicle. No dealer, or any agent or employee thereof, is authorized to extend or expand this warranty. Mazda or a Mazda Importer/Distributor shall not be liable for any incidental, special, consequential, or exemplary damages, or any service not expressly provided for herein.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

UX
UX**POWERTRAIN LIMITED WARRANTY**

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Mazda warrants that the Powertrain Components of your new Mazda Vehicle is free from defects in Mazda-supplied material or workmanship which result in improper function, subject to the following terms and conditions.

A Mazda Dealer will make necessary repairs, using new or remanufactured genuine Mazda parts, to correct any problem covered by this warranty without charge to you.

1. Warranty Period

The warranty period is for the first **60 months** or **60,000 miles**, whichever comes first, from the earlier date of either retail delivery or first use of the Mazda Vehicle. During the warranty period, this warranty is transferable to subsequent owners. Mail the "Subsequent Ownership Notification" attached to the end of the booklet to your Mazda Importer/Distributor.

2. What Is Covered

The following is a general list of components covered by this warranty. (See page 16 for specific components covered.)

- Engine
- Transmission and Transaxle
- Front/Rear Drive System

Towing

If your Mazda is not driveable due to the failure of a warranted powertrain component, then towing service will be covered to the nearest Mazda dealer during the coverage period of the Powertrain Limited Warranty (60 months/60,000 miles).

3. What Is Not Covered

The "What is Not Covered" is the same as stated for New Vehicle Limited Warranty section of this booklet.

4. To Get Warranty Service

You must take your Mazda Vehicle, along with this booklet, to any Mazda Dealer in the United States, Puerto Rico, U.S. Virgin Islands, Guam, Saipan, American Samoa, Canada or Mexico during their normal service hours.

If you have any questions or need assistance regarding this warranty, refer to the "When You Need to Talk to Mazda" on Page 7.

5. Limited Liability

The liability of Mazda under this warranty is limited solely to the repair or replacement of parts defective in Mazda-supplied material, or workmanship by a Mazda Dealer at its place of business. Specifically, it does not include any expense of, or related to, transportation to such a dealer or payment for loss of use of the Mazda Vehicle during warranty repairs.

6. Other Terms

The "Other Terms" stated on page 14 in the New Vehicle Limited Warranty also apply to this warranty.

POWERTRAIN LIMITED WARRANTY

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Powertrain Warranty Parts List

Below are the powertrain components covered under the Powertrain Limited Warranty:

■ Engine

Cylinder Block, Cylinder Head, and All Internal Lubricated Parts (Piston engines)
 Rotor Housing and All Internal Lubricated Parts (Rotary engines)
 Timing gears
 Timing chain/belt and tensioner
 Timing chain/belt front cover and gaskets
 Flywheel
 Valve Covers and Gaskets
 Oil Pan
 Oil Pump
 Intake Manifold and Gaskets
 Exhaust Manifold and Gaskets
 Engine Mounts
 Turbocharger Housing and All Internal Parts
 Supercharger Housing and All Internal Parts
 Water Pump and Gaskets
 Thermostat and Gaskets
 Fuel Pump
 Seals and Gaskets

■ Transmission and transaxle

Transmission Case and All Internal Parts
 Torque converter
 Clutch Pressure Plate
 Transmission Mounts
 Transfer Case and All Internal Parts
 Transmission/Transaxle Control Module

■ Front/Rear Drive System

Final Drive Housing and all Internally Lubricated Parts
 Rear Axle Housing (Differential) and all Internally Lubricated Parts
 Manual and Automatic Hub (4x4)
 Front Wheel Hubs and Bearing (FWD Transaxles)
 Rear Axle/Hub Bearings (RWD and AWD only)
 Axle/Drive Shafts
 Universal Joints
 Constant Velocity Joints
 Propeller shaft (RWD and AWD only)
 Seals and Gaskets

SAFETY RESTRAINT SYSTEM LIMITED WARRANTY

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To help decrease the possibility or severity of injury during accidents or emergency stops, Mazda strongly recommends that the driver and all vehicle occupants be properly restrained at all times by using the seat belts provided. (Proper use is outlined in your Owner's Manual.)

In addition to the seat belts, Mazda Vehicles are equipped with supplemental restraint systems (air bags). Air bags are designed to supplement the seat belts by providing additional protection by restraining the forward motion in a serious frontal accident or sideward motion in seats equipped with side airbags and/or side air curtains. The air bags alone may not prevent severe injury in an accident. The driver and all vehicle occupants should always wear seat belts.

Mazda warrants that the safety restraint system of your new Mazda Vehicle is free from defects in Mazda-supplied material or workmanship which result in improper function, subject to the following terms and conditions.

A Mazda Dealer will make necessary repairs, using new parts, to correct any problem covered by this warranty without charge to you.

1. Warranty Period

The warranty period is for the first **60 months** or **60,000 miles**, whichever comes first, from the earlier date of either retail delivery or first use of the Mazda Vehicle.

During the warranty period, this warranty is transferable to subsequent owners. Mail the "Subsequent Ownership Notification" attached to the end of the booklet to your Mazda Importer/Distributor.

2. What Is Covered

Seat Belts and Related Components
 Air Bag System

3. What Is Not Covered

- Repair or replacement required due to misuse, negligence, improper repair/adjustment, alteration, or accident/collision damage.
- Replacement of proper functioning part for comfort or appearance.
- Incidental or consequential damages such as loss of use of your Mazda Vehicle, inconvenience or commercial loss.
- If the vehicle has been classified a total loss and/or sold for salvage purposes or branded for any other reasons.
- Removal of the vehicle from the warranty-applicable market for which it was produced.

SAFETY RESTRAINT SYSTEM LIMITED WARRANTY

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4. To Get Warranty Service

If a safety problem exists, immediately take your Mazda Vehicle, along with this booklet, to any Mazda Dealer in the United States, Puerto Rico, U.S. Virgin Islands, Guam, Saipan, American Samoa, Canada or Mexico during their normal service hours. If you have any questions or need assistance regarding this warranty, refer to the "When You Need to Talk to Mazda" on Page 7.

5. Limited Liability

The liability of Mazda under this warranty is limited solely to the repair or replacement of parts defective in Mazda-supplied material, or workmanship by a Mazda Dealer at its place of business. Specifically, it does not include any expense of, or related to, transportation to such a dealer or payment for loss of use of the Mazda Vehicle during warranty repairs.

6. Other Terms

The "Other Terms" stated on page 14 in the New Vehicle Limited Warranty also apply to this warranty.

ANTI-PERFORATION LIMITED WARRANTY

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Mazda warrants that the body sheet metal panels of your new Mazda Vehicle are free from defects in material or workmanship which result in perforation (hole through the body panel) due to corrosion, subject to the following terms and conditions. Corrosion other than perforation (hole through the body panel), due to defects in material or workmanship, is covered under the New Vehicle Limited Warranty.

A Mazda Dealer will either repair or replace any body sheet metal panel perforated due to defects in material or workmanship, under normal use, without charge to you.

1. Warranty Period

The warranty period is for the first **60 months** (regardless of mileage) from the earlier date of either retail delivery or first use of the Mazda Vehicle. During the warranty period, this warranty is transferable to subsequent owners. Mail the "Subsequent Ownership Notification" attached to the end of the booklet to your Mazda Importer/Distributor.

2. What Is Not Covered

- Any perforation due to corrosion of the Mazda Vehicle which is caused by industrial fallout, accident, damage, abuse, vehicle modifications or damaging or corrosive cargo in the Mazda Vehicle.
- Any surface corrosion of the Mazda Vehicle which does not result in perforation, such as that typically caused by sand, salt, hail, or stones.
- Any perforation due to corrosion of the Mazda Vehicle which results, not from a defect in material or workmanship, but from failure to maintain the Mazda Vehicle in accordance with the procedures specified in Section 3 (page 20) of this warranty and the Owner's Manual provided with your Mazda Vehicle.
- Any perforation due to corrosion of a part of the Mazda Vehicle which is not a body sheet metal panel. As used herein, "body sheet metal panel" specifically excludes all parts which are components of the exhaust system of the Mazda Vehicle.
- If the vehicle has been classified a total loss and/or sold for salvage purposes or branded for any other reasons.
- Removal of the vehicle from the warranty-applicable market for which it was produced.

ANTI-PERFORATION LIMITED WARRANTY

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3. Your Responsibilities

Inspect the body sheet metal panels of your Mazda Vehicle frequently and if you detect any stone chips or scratches in the paint or protective coating, touch them up immediately.

In addition, under certain conditions, special care should be taken to protect your Mazda Vehicle from corrosion.

- 1) If you drive on salted roads, or if you drive near the ocean, flush the underbody at least once a month with clean water.
- 2) It is important to keep the drain holes in the lower edges of the body clear.
- 3) If your Mazda Vehicle is damaged due to an accident or any event which may cause damage to the paint, have your Mazda Vehicle repaired as soon as possible.
- 4) If you carry special cargo, such as chemicals, fertilizers, de-icing salt, or other corrosive substances, be sure that such materials are well packaged and sealed.
- 5) If you drive frequently on gravel roads, we recommend that you install stone guards behind each wheel.

4. To Get Warranty Service

You must take your Mazda Vehicle, along with this booklet, to any Mazda Dealer in the United States, Puerto Rico, U.S. Virgin Islands, Guam, Saipan, American Samoa, Canada or Mexico during their normal service hours. If you have any questions or need assistance regarding this warranty, refer to "When You Need to Talk to Mazda" on page 7.

5. Limited Liability

The liability of Mazda under this warranty is limited solely to the repair or replacement of parts defective in material or workmanship by a Mazda Dealer at its place of business. Specifically, it does not include any expense of, or related to, transportation to such a dealer or payment for loss of use of the Mazda Vehicle during warranty repairs.

6. Other Terms

The "Other Terms" stated on page 14 in the New Vehicle Limited Warranty also apply to this warranty.

FEDERAL EMISSION CONTROL WARRANTY

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California, Maine, Massachusetts, Vermont, Connecticut, Rhode Island and Pennsylvania residents should also refer to California Emission Control Warranty on page 27.

I. Introduction

The Federal Clean Air Act requires vehicle manufacturers to provide two emissions-related warranties:

- The Federal Emissions Defect Warranty, which covers certain parts of each vehicle's emissions control systems against defects in materials and workmanship, and
- The Federal Emissions Performance Warranty, which covers repairs to certain parts of each vehicle's emission control system *if certain conditions are met* (see Section V, for those conditions).

These two emission warranties apply to all Mazda Vehicles (including those registered in states requiring California-certified vehicles). They are given in lieu of all other express or implied warranties (except those set forth separately in this booklet) on the part of Mazda, Mazda Importer/Distributor or the Mazda Dealer selling this Mazda Vehicle. No dealer, or any agent or employee thereof, is authorized to extend or expand these warranties.

II. Definitions

- (a) "EPA" means the U.S. Environmental Protection Agency.
- (b) "Owner" means the original and any subsequent owner of a Mazda Vehicle.
- (c) "Mazda Part" means a part sold by a Mazda Dealer, whether new or remanufactured, which is supplied by Mazda.
- (d) "Emission Warranty Part" means a part installed on or in a Mazda Vehicle by or at the direction of Mazda for the sole or primary purpose of reducing the Mazda Vehicle's emissions and that was not in general use prior to model year 1968. The Emission Warranty Parts are listed in Sections VI and VII.
- (e) "Certified Part" means a replacement part for a Mazda Vehicle certified in accordance with aftermarket part certification regulations issued by the EPA.
- (f) "Written Maintenance Instructions" means those maintenance and operation instructions, together with the time and/or mileage interval at which such maintenance is to be performed, specified in the Owner's Manual for the Mazda Vehicle as being necessary to assure compliance of the Mazda Vehicle with applicable emission standards during the term of this warranty, as specified by law.

FEDERAL EMISSION CONTROL WARRANTY

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III. Exclusions from the Emission Warranties

The following are NOT covered by these Emission Warranties:

- (1) Any incidental, consequential, or exemplary damages (whether in contract or tort), including loss of time, inconvenience, loss of use of the vehicle, cost of transporting it for repair or service, and commercial loss.
- (2) Damage resulting from accidents, misuse, natural disasters, or events beyond the control of Mazda.
- (3) If the vehicle has been classified a total loss and/or sold for salvage purposes or branded for any other reasons.
- (4) Lack of proper maintenance, including repair improperly performed or replacements improperly installed by any person other than a Mazda Dealer, or a replacement part or accessory not conforming to Mazda's specifications.
- (5) Any repair of the vehicle on which the odometer mileage has been altered or on which the actual mileage cannot be readily determined. (When replacing the speedometer, the "Speedometer Replacement Record" on page 6 must be filled in by a Mazda Dealer.)
- (6) Removal of the vehicle from the warranty-applicable market for which it was produced.

IV. Emission Defect Warranty

Mazda warrants to the ultimate purchaser and each subsequent purchaser that this Mazda Vehicle is (A) designed, built, and equipped so as to conform at the time of sale with applicable regulations under Section 202 of the Federal Clean Air Act, and (B) free from defects in materials and workmanship which would cause it to fail to conform with applicable regulations during the warranty periods mentioned herein after. The applicable regulations require that the warranty period is for the first 24 months* or 24,000 miles, whichever comes first. However, Mazda will provide you a coverage of **36 months* or 36,000 miles**, whichever comes first, under the terms of the New Vehicle Limited Warranty. The applicable regulations also require that the warranty period for specific major Emission Warranty Parts listed in Section VII is for the first **96 months* or 80,000 miles**, whichever comes first.

* The months during which the vehicle has been in operation are counted from the date of first use of the vehicle or the date of its retail delivery, whichever came first.

Any defects in warranted parts that are identified within those warranty periods will be repaired or replaced by Mazda, at its option, with new or remanufactured parts at no cost to the Mazda Vehicle owner by a Mazda Dealer in the U.S.A. The liability of Mazda under this Emission Defect Warranty is solely limited to such repair or replacement.

FEDERAL EMISSION CONTROL WARRANTY

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V. Emission Performance Warranty**Important Notice:**

This warranty has been prepared in accordance with certain regulations promulgated by the EPA which provide that a remedy will be available under this warranty only when a vehicle fails an EPA approved emission short test; usually this means when an Owner could be subject to a penalty under state or federal law because of such failure. At the date of the printing of this warranty, some states did not have vehicle inspection programs for testing vehicles for conformity with such short tests and had not enacted laws subjecting vehicle Owners to such penalties. Therefore, it is possible that in some states or local areas no remedy will be available under this warranty as a matter of law.

A. Warranty

Pursuant to Section 207 (b) of the U.S. Clean Air Act, Mazda warrants to each Owner that if:

- (a) The Mazda Vehicle is maintained and operated in compliance with the Written Maintenance Instructions; and
- (b) The Mazda Vehicle fails to conform at any time during the term of this warranty to the applicable emission standards as judged by an emission test approved by the EPA; and
- (c) Such nonconformity results or will result in the Owner having to bear any penalty or other sanction (including the denial of the right to use the Mazda Vehicle) under local, state or Federal law; and
- (d) If such nonconformity results from the failure of an Emission Warranty Part.

Mazda shall remedy the nonconformity at no cost to the Owner in accordance with the following:

- During a period of vehicle operation that does not exceed **24 months* or 24,000 miles**, whichever comes first, if the failed Emission Warranty Part is listed in the 24 months/24,000 miles Emission Warranty Parts List in Section VI.
- During a period of vehicle operation that does not exceed **96 months* or 80,000 miles**, whichever comes first, if the failed Emission Warranty Part is listed in the 96 months/80,000 miles Emission Warranty Parts List in Section VII.

* The months during which the vehicle has been in operation are counted from the date of first use of the vehicle or the date of its retail delivery, whichever came first.

FEDERAL EMISSION CONTROL WARRANTY

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B. Compliance with Written Maintenance Instructions

Each Owner is required to comply with the Written Maintenance Instructions and a claim under this warranty may be denied on the basis of noncompliance by the Owner with such instructions. **If and when it is considered that the vehicle's non-compliance with the applicable emission standards has resulted from the Owner's non-compliance with those Written Maintenance Instructions which the manufacturer considers necessary for the vehicle to meet the standards, the Owner may be required to submit evidence of such compliance. Receipts and other documents covering the performance of Scheduled Maintenance and proper use in accordance with the Written Maintenance Instructions, including but not limited to the validated Scheduled Maintenance Record in this booklet, should, therefore, be retained by the Owner and should be transferred to each subsequent Owner of the Mazda Vehicle.**

C. Use of Mazda Parts

The Mazda Vehicle is designed, built and tested using Mazda Parts so that the Mazda Vehicle is able to perform in conformity with EPA regulations as provided by this warranty. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of the Mazda Vehicle be Mazda Parts, or parts equivalent to those with which the Mazda Vehicle or its engine was originally equipped.

D. Use of Non-Mazda Parts

Owners may elect to use parts other than Mazda Parts in the performance of any maintenance or repairs and such use in itself will not invalidate this warranty. However, use of parts other than Mazda, may cause Mazda to deny an emission performance warranty claim on the basis of uncertified replacement parts used in the maintenance or repair of a Mazda Vehicle if the uncertified replacement parts are either defective in material or workmanship or not equivalent, from an emission standpoint, to Mazda Parts.

E. Repair or Replacement by Mazda Dealer

Mazda's obligation to remedy nonconformities under this warranty shall be performed by a Mazda Dealer, which shall make all adjustments, repairs or replacements necessary to assure that the Mazda Vehicle complies with applicable emission standards of the EPA and that the Mazda Vehicle will continue to comply during the remainder of the term of this warranty (if proper maintenance and operation are continued).

FEDERAL EMISSION CONTROL WARRANTY

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F. Maintenance by An Establishment or Individual Other Than Mazda

Maintenance, replacement, or repair of the emission control devices and systems covered by this warranty may be performed by any automotive repair establishment or individual using Certified Parts. However, the Owner should note that service by a person other than a Mazda Dealer may cause Mazda to deny a claim under this warranty, if it is shown that the improper installation or adjustment of any part has caused the Mazda Vehicle to fail the emission test, either directly or by causing another warranted part to fail.

G. Warranty Claim Procedures

A warranty claim may be submitted by bringing the Mazda Vehicle to any Mazda Dealer during the Dealer's regular business hours, together with a copy of a failed emissions test. Upon presentation of a claim, Mazda shall notify the Owner within 30 days, or a shorter period of time within which repair is required by local, State or Federal law, that the claim will be honored or shall provide the Owner in writing with an explanation of the basis upon which the claim is being denied. Failure to notify the Owner within such a time period, shall cause Mazda to be responsible for repairing the Mazda Vehicle free of charge to the Owner, unless such failure is attributable to the Owner or to events beyond the control of Mazda or the Mazda Dealer.

H. Further Information

Owners may obtain further information concerning this warranty and may report violations of this warranty by contacting the Environmental Protection Agency Ariel Rios Building (6405J) 1200 Pennsylvania Ave., N.W. Washington, D.C. 20460.

FEDERAL EMISSION CONTROL WARRANTY

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VI. 24 months/24,000 miles Emission Warranty Parts List**Air/Fuel Metering System**

- Closed loop system
- Oxygen sensor
- Air flow sensor (Air flow meter)
- Fuel injectors

■ Cold start enrichment system

- Cold start injector
- Electronic idle speed control system
 - Idle air control valve
 - (Idle speed control valve)
 - Air valve
- Deceleration controls

Ignition Spark Advance/Retard System

- Certain spark advance/retard control components
 - High energy electronic ignition
 - Spark plugs*

Fuel Evaporative System

- Canister and associated control valve
 - Purge valve
 - Purge solenoid
 - Fuel filler cap

* Spark plugs are warranted under the basic warranty or until the first required maintenance, whichever comes first.

VII. 96 months/80,000 miles Emission Warranty Parts List

- Catalytic Converter
- Electronic Emission Control Unit
- Onboard Emission Diagnostic Device (Incorporated into Electronic Emission Control Unit)

CALIFORNIA EMISSION CONTROL WARRANTY

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In addition to Federal Emission Control Warranty the California Emission Control Warranty that follows covers all vehicles registered in California, Maine, Massachusetts, Vermont, Connecticut, Rhode Island and Pennsylvania.

The California Air Resources Board and Mazda are pleased to explain the emission control system warranty on your 2008 Mazda Vehicle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards.

Mazda must warrant the emission control system on your Mazda Vehicle for the periods of time listed below, provided there has been no abuse, neglect or improper maintenance of your Mazda Vehicle.

Your emission control system may include parts such as the fuel-injection system, ignition system, catalytic converter, and powertrain control module. Also included may be hoses, belts, connectors, and other emission-related assemblies.

Where a warrantable condition exists, Mazda will repair your Mazda Vehicle at no cost to you including diagnosis, parts, and labor.

Under the authority of Section 177 of the Federal Clean Air Act, some states require that new vehicles registered in their jurisdictions comply with California's emission control system warranty requirements. If your vehicle was initially registered in such a state, or in California, the warranty provisions set forth in this section apply to it.

1. Mazda's Warranty Coverage

- (a) For 3 years or 50,000 miles whichever first occurs:
 - 1) If your Mazda Vehicle fails a California Smog Check inspection, all necessary repairs and adjustments will be made by Mazda to ensure that your Mazda Vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.
 - 2) If any emission-related part on your Mazda Vehicle is defective, the part will be repaired or replaced by Mazda. This is your short-term emission control system **DEFECTS WARRANTY**.
- (b) For 7 years or 70,000 miles whichever first occurs:
 - 1) If an emission-related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Mazda. This is your long-term emission control system **DEFECTS WARRANTY**.
- (c) For 15 years or 150,000 miles whichever first occurs:
 - 1) **PERFORMANCE WARRANTY** and **DEFECTS WARRANTY** are extended to 15 years or 150,000 miles, whichever comes first, for **Partial-Credit Zero Emission Vehicle (PZEV) Emission Warranty**.

CALIFORNIA EMISSION CONTROL WARRANTY

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2. Owner's Warranty Responsibilities:

As the Mazda Vehicle owner, you are responsible for the performance of the required maintenance listed in your Owner's Manual. Mazda recommends that you retain all receipts covering maintenance on your Mazda Vehicle, but Mazda cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your Mazda Vehicle to a Mazda Dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the Mazda Vehicle owner, you should also be aware that Mazda may deny warranty coverage if your Mazda Vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

3. Customer Assistance

If you have any questions regarding your warranty rights and responsibilities, you should contact

Mazda North American Operations' CUSTOMER ASSISTANCE CENTER
toll free at: (800) 222-5500
or the California Air Resources Board at 9480 Telstar Avenue Suite 4, El Monte California 91731.

4. Start of Warranty Period

This warranty begins on the date the vehicle is delivered to the ultimate purchaser or on the date the vehicle is first placed in service as a demonstrator, lease or company car, whichever comes first.

5. Repair or Replacement by Mazda Dealer

A Mazda Dealer will repair or replace, at its option, all Warranted Parts which fail during the term of this warranty, and all other components which are damaged during the term of this warranty as a result of such failure, without charge to Owner, using Mazda Parts at its place of business.

The Mazda Dealer shall determine if the repair or replacement is covered by warranty. Repair or replacement shall include diagnosis.

When a Warranted Part is replaced, the newly installed part is warranted for the remaining period of the applicable California Emission Control Warranty.

6. Repair or Replacement by Dealers Other Than Mazda

If, under this warranty a part requires repair or replacement, Owners may choose to have this work performed by any automotive service establishment or individual, rather than at a Mazda Dealer. They may also perform the work themselves using any replacement parts. Such service in and of itself will not invalidate this warranty.

CALIFORNIA EMISSION CONTROL WARRANTY

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However, Owners should note the following:

- (a) The cost of such service by dealers other than Mazda will not be covered under this warranty except in an "emergency" as set forth below.
- (b) An "emergency" exists when Warranted Parts are not available within 30 days from a Mazda Dealer, when a repair is not completed within 30 days, or when a Mazda Dealer is not reasonably available to perform service under this warranty.
- (c) The cost of such service by dealers other than Mazda in an "emergency" shall be reimbursed to the Owner as follows: as to all Warranted Parts which require repair or replacement under this warranty, the Owner shall be reimbursed for all such replacement parts in an amount not to exceed the retail price suggested for such parts by Mazda North American Operations. As to labor, including diagnostic charge related to the emergency repair, the Owner shall be reimbursed in an amount not to exceed Mazda's recommended time allowance and geographically appropriate hourly labor rate for the repair or replacement performed under this warranty. **All failed parts and paid invoices must be presented to a Mazda Dealer after repair as a condition of reimbursement for emergency repairs not performed by a Mazda Dealer.**

7. Use of Mazda Parts

The emission control system of the Mazda Vehicle is designed, built and tested using Mazda Parts so that the Mazda Vehicle is certified as being in conformity with the California emission control regulations. **Accordingly, it is recommended that any replacement part used for maintenance, repair, or replacement of emission control systems be Mazda designated parts.**

8. Use of Non-Mazda Parts

Owners may elect to use parts other than Mazda Parts in the performance of any maintenance or repairs and such use in and of itself will not invalidate this warranty. **However, Owners should note the following:**

- (a) The cost of non-Mazda designated parts will not be covered under this warranty except in emergency cases.
- (b) Use of replacement parts which are not of equivalent quality to Mazda Parts may impair the effectiveness of emission control systems. If non-Mazda designated parts are used, the Owner should obtain assurance that such parts are warranted by their manufacturer to be equivalent to Mazda Parts in performance and durability.
- (c) Mazda assumes no liability under this warranty with respect to non-Mazda designated parts except for damage to non-Mazda designated parts by a Mazda Part.
- (d) Use of non-Mazda designated parts resulting in damage to Warranted Parts will invalidate the warranty for these parts.

CALIFORNIA EMISSION CONTROL WARRANTY

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9. What Is Not Covered by This Warranty:

- (a) Items described as not covered in paragraph 6 (a), 8 (a), 8 (c), and 8 (d).
- (b) Malfunctions in any part caused by misuse, abuse, neglect, modification, alteration, tampering, disconnection, improper or inadequate maintenance, or use of leaded gasoline.
- (c) Damage resulting from accident, acts of nature or other events beyond the control of Mazda.
- (d) If the vehicle has been classified a total loss and/or sold for salvage purposes or branded for any other reasons.
- (e) The repair or replacement of Warranted Parts which are scheduled for replacement within the warranty term provided in Section 1, such as spark plugs and filters. These parts shall be warranted only until the first scheduled time or mileage for replacement.
- (f) Any incidental or consequential damages, such as loss of time, inconvenience, loss of use of the Mazda Vehicle, cost of transporting the Mazda Vehicle to a Mazda Dealer for service, and commercial loss.
- (g) Any repair of a Mazda Vehicle on which the odometer mileage has been altered or on which the actual mileage cannot be readily determined.
(When the Owner replaces the speedometer or has it replaced by a repair facility, then the "Speedometer Replacement Record" on page 6 must be filled in by a Mazda Dealer.)

10. Other Terms

This warranty is given in lieu of all other Express and Implied Warranties (except those set forth separately in this booklet) on the Warranted Parts by Mazda and all other authorized Mazda representatives. Any warranty of merchantability or fitness is hereby disclaimed. No Mazda Dealer, or any agent or employee thereof, is authorized to extend or expand this warranty.

(1) 7 YEARS/70,000 MILES EMISSION CONTROL WARRANTY AND VEHICLE INSPECTION PROGRAM

If the Mazda Vehicle fails a California Smog Check test, the Owner may take the Mazda Vehicle to a Mazda Dealer for repair.

- (A) If the Mazda Dealer determines that the Smog Check failure was caused by the failure or malfunction of a part on the list of "7 years/70,000 miles Emission Defect Warranty Parts List", then Mazda shall be liable for the expenses of detecting and correcting the part failure or malfunction, unless the Mazda Dealer demonstrates that the Smog Check failure was caused by one or more conditions as provided under Section 9, the "What Is Not Covered" section of this warranty. This section applies to situations after a period of use of 3 years or 50,000 miles, but before a period of use of 7 years or 70,000 miles.

CALIFORNIA EMISSION CONTROL WARRANTY

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- (B) If the Mazda Dealer demonstrates that the smog check failure was caused by one or more conditions as provided under Section 9, the "What Is Not Covered" section of this Warranty, the Owner shall be liable for all diagnostic and repair expenses.

- (C) If the Mazda Dealer determines that the smog check failure was caused by one or more defects covered under warranty and in combination with one or more conditions as provided under Section 9, the "What Is Not Covered" section of this warranty, then Mazda shall be liable for the diagnostic and repair costs related to detecting and repairing the warrantable defects.

In the alternative, the Owner of a Mazda Vehicle which fails the smog check may choose to have the Mazda Vehicle repaired at another repair facility other than a Mazda Dealer. If a warrantable defect is found, the Owner may deliver the Mazda Vehicle to a Mazda Dealer and have the defect corrected free of charge. Mazda shall not be liable for any expense incurred at a service establishment not authorized to perform warranty repairs, except when an "emergency" situation exists as specified in Section 6 (b), in this warranty.

Mazda will not reimburse the Owner for any emission-related diagnosis or repair by an automotive service establishment or individual other than a Mazda Dealer except when an "emergency" situation exists.

If Mazda or the Mazda Dealer fails to notify the Owner within 30 days that the repair, replacement, or diagnosis is not covered by this performance warranty, unless so requested by the Owner, or due to events beyond the control of Mazda or the Mazda Dealer, Mazda shall be responsible for repairing the Mazda Vehicle free of charge to the Owner.

Maintenance records and receipts should be retained in the event questions arise concerning maintenance, and should be transferred to each subsequent owner.

(2) 15 YEARS/150,000 MILES PZEV EMISSION CONTROL WARRANTY

If the Mazda Vehicle you own is qualified as PZEV, all emission-related parts are warranted for 15 years/150,000 miles whichever comes first. Please refer to Page 34 for 15 years/150,000 miles PZEV Emission Warranty Parts List, and contact your Mazda Dealer, for more detailed information.

CALIFORNIA EMISSION CONTROL WARRANTY

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11. Definitions

- (a) "Mazda Vehicle" means a 2008 model year Mazda motor vehicle manufactured by or for Mazda in accordance with the laws and regulations of the State of California.
- (b) "Partial-Credit Zero emission Vehicle" (PZEV) is a vehicle which is delivered for sale in California as PZEV, qualifying for a PZEV allowance of at least 0.2 and is certified for 150,000 miles SULEV exhaust emission standards, zero evaporative emission standards and OBDII requirements. Also, all emission-related parts of the PZEV are warranted for 15 years or 150,000 miles, whichever comes first. 2008 model year Mazda 3 is qualified as PZEV.
- (c) "Owner" means each owner of a Mazda Vehicle as defined above Section 11. (a), registered for use in the States that comply with California's emission control system warranty requirements.
- (d) "Mazda Part" means a part sold by a Mazda Dealer, whether new or remanufactured, which is supplied by Mazda.
- (e) "Warranted Part" means any part installed on a Mazda Vehicle by or at the direction of Mazda, which affects any regulated emission from the Mazda Vehicle or its engine.

CALIFORNIA EMISSION CONTROL WARRANTY

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7 years/70,000 miles Emission Defect Warranty Parts List

		Mazda CX-7	Mazdaspeed3	Mazda MX-5	Mazda RX-8	Mazda CX-9
INTAKE AIR SYSTEM	Throttle Body	✓	✓	✓	✓	
	Intake Manifold	✓	✓	✓	✓	
	Surge Tank			✓		
	Air Cleaner				✓	✓
	Turbocharger	✓	✓			
EVAPORATIVE EMISSION SYSTEM	Intercooler	✓				
	Intercooler Duct	✓				
	Charcoal Canister				✓	
	Fuel Filler Pipe Assembly	✓	✓		✓	✓
	Fuel Tank	✓	✓	✓	✓	✓
EXHAUST SYSTEM	Fuel Tank Leakage Sensor		✓			
	Extension Manifold Assembly				✓	
	Catalytic Converter	✓	✓	✓	✓	✓
	Exhaust Manifold	✓	✓	✓(*1)	✓	✓
	Fuel Injector	✓	✓		✓	
FUEL SYSTEM	Fuel Distributor Assembly	✓	✓			
	Fuel Pipe (Fuel Distributor Side)	✓				
	Fuel Pump Assembly		✓			
	Powertrain Control Module	✓	✓	✓	✓	✓
	ABS Unit	✓	✓	✓	✓	
CONTROL SYSTEM	Speedometer	✓	✓	✓	✓	✓
	Main Wiring Harnesses	✓	✓	✓	✓	✓
	Pulse Generator	✓				✓
	Transmission (Transaxle) Control Module	✓		✓	✓	✓
	EGR Control Valve	✓	✓			
	Accel Pedal Assembly		✓			
	Revolution Sensor	✓				✓
	Transmission Fluid Temperature Sensor	✓				✓
	Air Fuel Ratio Sensor		✓	✓		
	AT Shift Solenoid Valve	✓		✓	✓	✓

The parts marked with check mark [✓] are applicable to this warranty.

(*1) Exhaust manifold with catalytic converter

CALIFORNIA EMISSION CONTROL WARRANTY

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**15 years/150,000 miles PZEV Emission Warranty Parts
(Only for PZEV-Mazda3)****Air/Fuel Metering System**

- Closed Loop System
- Oxygen Sensor
- Air Flow Sensor (Air Flow Meter)
- Fuel Injectors

Cold Start Enrichment System

- Cold Start Injector
- Electronic Idle Speed Control System
- Idle Air Control Valve
- (Idle Speed Control Valve)
- Air Valve

Deceleration Controls

-

Ignition Spark Advance/Retard System

- Certain Spark Advance/Retard Control Components
- High Energy Electronic Ignition
- Spark Plugs*

Fuel Evaporative System

- Canister and Associated Control Valve
- Purge Valve
- Purge Solenoid
- Fuel Filler Cap

Catalytic Converter

- Electronic Emission Control Unit
- Onboard Emission Diagnostic Device (Incorporated into Electronic Emission Control Unit)

* Spark plugs are warranted under the basic warranty or until the first required maintenance, whichever comes first.

Positive Crankcase Ventilation (PCV) System

- PCV Valve

Exhaust Gas Recirculation (EGR) System

- EGR Function Control Valve (EGR Control Valve) and Associated Parts
- EGR Valve
- EGR Valve Control Solenoid

Secondary Air Injection System

- Air Pump
- Air Control Valves and Distribution Pipes

Miscellaneous Items Used in Above Systems

- Hoses, Clamps, Fittings, Gaskets, Sealing Materials, Tubing, Brackets and Belts
- Exhaust Pipe (between Exhaust Manifold and Catalyst)
- Sensors, Switches and Valves

TIRE LIMITED WARRANTY

35

The originally equipped tires are warranted by the tire manufacturer. Refer to the separate tire warranty pamphlet in the glove box for details.

1. To Get Warranty Service

To obtain warranty service, you are responsible for presenting the unserviceable tire to any authorized dealer of the tire manufacturer in the United States, Puerto Rico, U.S. Virgin Islands, Guam, Saipan, American Samoa, Canada or Mexico. For the location of authorized tire dealers, refer to your local telephone directory. Your Mazda Dealer may also assist you in obtaining warranty service from the tire manufacturer.

2. Tire Warrantor

To obtain detailed tire warranty information or for customer service, contact the appropriate tire warrantor listed below.

The Respective Tire Warrantors are:**Bridgestone/Firestone, Inc.**

Consumers Affairs Department
P.O. Box 7988
Chicago, Illinois 60680-9534
1-800-367-3872
www.bridgestoneamericas.com

Dunlop Tire Corporation

1144 East Market Street
Akron, OH 44316-0001
1-800-548-4714
www.dunloptire.com

Yokohama Tire Corporation

601 South Acacia Avenue
Fullerton, CA 92831
1-800-722-9888
www.yokohamatire.com

Toyo Tire (USA) Corporation

6261 Katella Ave. Suite 2B
Cypress, CA 90630
1-800-442-8696 West Coast
1-888-444-8696 East Coast
www.toyo.com

Michelin North America, Inc.

Consumer Relations Department
P.O. Box 19001
Greenville, SC 29602-9001
1-800-847-3435
www.michelin-us.com

Goodyear Tire and Rubber Company

1144 East Market Street
Akron, OH 44316-0001
1-800-321-2136
www.goodyear tires.com

Uniroyal Goodrich Tire Company

Customer Relations Department
P.O. Box 19001
Greenville, SC 29602-9001
1-877-UNIROYAL
www.uniroyaltires.com

REPLACEMENT PARTS AND ACCESSORIES LIMITED WARRANTY

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The Mazda Importer/Distributor warrants that Mazda genuine replacement parts and Mazda Accessories are free from defects in material or workmanship, subject to the following terms and conditions.

This warranty covers Mazda genuine new or remanufactured replacement parts and Mazda Accessories sold by a Mazda Dealer. This includes Mazda Accessories installed by a Mazda Dealer or a Mazda Importer/Distributor prior to the retail delivery of a new Mazda Vehicle.

1. Warranty Period

Mazda genuine replacement parts (other than the battery) and Accessories sold and replaced/installed by a Mazda Importer/Distributor or a Mazda Dealer are covered for the first **12 months/12,000 miles** from the installation date or the duration of the New Vehicle **36 months/36,000 miles** Limited Warranty, whichever is longer. If the parts or Accessories are sold but not installed by a Mazda Dealer, they are covered for the first **12 months/12,000 miles** from the purchase date, excluding labor charge.

Mazdaspeed Performance Accessories are not covered by the Replacement Parts and Accessories Limited Warranty. The Mazdaspeed Performance Accessories are covered by the Mazdaspeed Performance Accessories Warranty.

- Mazdaspeed BLUE Performance Accessories are covered on terms much like this general warranty.
- Mazdaspeed Green Performance Accessories are warranted for 12 months or 12,000 miles from date of purchase.
- Mazdaspeed Orange Performance Accessories are sold "as is" without any warranty and are designed for Off Road Use ONLY.

Please see your Mazdaspeed Dealer for complete Mazdaspeed Performance Accessories Warranty Information.

Note:

Parts or accessories replaced/installed under warranty are covered for the time remaining in the New Vehicle **36 months/36,000 miles** Limited Warranty.

Mazda genuine replacement battery sold by a Mazda Importer/Distributor or a Mazda Dealer is covered by the separate replacement battery warranty. See your Mazda dealer for details.

REPLACEMENT PARTS AND ACCESSORIES LIMITED WARRANTY

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2. What Is Not Covered

- Damage or corrosion due to accidents, misuse, or alterations.
- Damage or surface corrosion from the environment such as acid rain, airborne fallout (chemicals, tree sap), stones, salt, road hazards, hail, wind storm, lightning, floods, and other natural disasters.
- Normal wear, tear, or deterioration, such as discoloration, fading, deformation, blurring, etc.
- Air conditioner refrigerant charge after the first 12 months, unless replenished as part of a warranty repair.
- Replacement batteries (consult with your Mazda Dealer for the separate battery warranties.)
- Replacement parts or accessories installed on any Mazda Vehicle originally registered or normally operated outside of the United States, U.S. Virgin Islands, Guam, Saipan or American Samoa.
- Replacement parts or accessories installed on a Mazda Vehicle in which the odometer has been altered, or on which the actual mileage cannot be readily determined.
- Replacement parts or accessories used in applications for which they are not designed.
- Replacement parts or accessories installed improperly by dealers, Importer/Distributor other than Mazda.
- Any replacement part or accessory without proof of purchase or replacement date.
- Non-Mazda replacement parts or accessories which Mazda Dealers may sell or install on your Mazda Vehicle.
- If the vehicle has been classified for a total loss and/or sold for salvage purposes or branded for any other reasons.
- Removal of the vehicle from the warranty covered market for which it was produced.

3. To Get Warranty Service

You must take your Mazda Vehicle, along with this booklet and proof of purchase or replacement date, to a Mazda Dealer in the United States, Puerto Rico, U.S. Virgin Islands, Guam, Saipan, American Samoa, Canada or Mexico during their normal service hours.

If you have any questions or need assistance regarding this warranty, refer to "When You Need to Talk to Mazda" on page 7.

4. Limited Liability

The liability of a Mazda Importer/Distributor under this warranty is limited solely to the repair or replacement of parts defective in material or workmanship by a Mazda Dealer at their place of business, and specifically does not include any expense of, or related to, transportation to such a dealer or payment for loss of use of the Mazda Vehicle during warranty repairs.

5. Other Terms

The "Other Terms" stated on page 14 in the New Vehicle Limited Warranty also apply to this warranty.

MAZDA IMPORTER/DISTRIBUTORS

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U.S.A. (Importer/Distributor)	
Mazda North American Operations 7755 Irvine Center Drive Irvine, CA 92618-2922 P.O. Box 19734 Irvine, CA 92623-9734 TEL: 1 (800) 222-5500 (In the U.S.A.) (949) 727-1990 (Outside of the U.S.A.)	
Distributors outside of the U.S.A	
CANADA Mazda Canada, Inc. 55 Vogel Road, Richmond Hill, Ontario, L4B 3K5, Canada TEL: 1 (800) 263-4680 (In Canada) (905) 787-7000 (Outside of Canada)	SAIPAN Pacific International Marianas, Inc. (d.b.a. Midway Motors) P.O. Box 887 Beach Road Saipan, MP 96950 TEL: (670) 234-7524
MEXICO Mazda Motor de Mexico Circuito Guillermo Gonzalez Camarena N 1500 Col. Centro de Ciudad Santa Fe. 01210, Mexico, D.F. TEL: (800) 222-5500 (In the U.S.A.) 01-866-315-0220 (Outside of the U.S.A.)	Triple J Saipan, Inc. (d.b.a. Triple J Motors) P.O. Box 487, Saipan MP 96950-0487 TEL: (670) 235-4868
PUERTO RICO Plaza Motors Corp. (Mazda de Puerto Rico) P.O. Box 362722, San Juan, Puerto Rico 00936-2722 TEL: (787) 641-9300	AMERICAN SAMOA Polynesia Motors, Inc. P.O. Box 1120, Pago Pago, American Samoa 96799 TEL: (684) 699-1854
GUAM Triple J Enterprises, Inc. (d.b.a. Triple J Motors) P.O. Box 6066 Tamuning, Guam 96931 TEL: (671) 646-9126	

SCHEDULED MAINTENANCE RECORD

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The service record below has been designed to include the signature of your Mazda Dealer representative or other repair establishment representative. This signed form is evidence of completion of scheduled maintenance services and should be kept with the receipts, repair orders, and invoices in the glove box. All records should be given to any subsequent owner of the Mazda Vehicle. **Failure to properly maintain your vehicle can result in your warranty being voided either in whole or in part.**

Scheduled Maintenance Intervals

For your information, refer to the owner's manual for your vehicle's recommended maintenance schedule.

Pre-Delivery Inspection		3	
Mileage		Mileage	Mileage/Month Service
R.O. No./Date:		R.O. No./Date:	
Authorized Signature:		Authorized Signature:	
Dealership:		Dealership:	
1		4	
Mileage		Mileage	Mileage/Month Service
R.O. No./Date:		R.O. No./Date:	
Authorized Signature:		Authorized Signature:	
Dealership:		Dealership:	
2		5	
Mileage		Mileage	Mileage/Month Service
R.O. No./Date:		R.O. No./Date:	
Authorized Signature:		Authorized Signature:	
Dealership:		Dealership:	

SCHEDULED MAINTENANCE RECORD

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6	Mileage/Month Service	10	Mileage/Month Service
Mileage	Mileage		
R.O. No./Date:	R.O. No./Date:		
Authorized Signature:	Authorized Signature:		
Dealership:	Dealership:		

7	Mileage/Month Service	11	Mileage/Month Service
Mileage	Mileage		
R.O. No./Date:	R.O. No./Date:		
Authorized Signature:	Authorized Signature:		
Dealership:	Dealership:		

8	Mileage/Month Service	12	Mileage/Month Service
Mileage	Mileage		
R.O. No./Date:	R.O. No./Date:		
Authorized Signature:	Authorized Signature:		
Dealership:	Dealership:		

9	Mileage/Month Service	13	Mileage/Month Service
Mileage	Mileage		
R.O. No./Date:	R.O. No./Date:		
Authorized Signature:	Authorized Signature:		
Dealership:	Dealership:		

SCHEDULED MAINTENANCE RECORD

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14	Mileage/Month Service	18	Mileage/Month Service
Mileage	Mileage		
R.O. No./Date:	R.O. No./Date:		
Authorized Signature:	*Authorized Signature:		
Dealership:	Dealership:		

15	Mileage/Month Service	19	Mileage/Month Service
Mileage	Mileage		
R.O. No./Date:	R.O. No./Date:		
Authorized Signature:	Authorized Signature:		
Dealership:	Dealership:		

16	Mileage/Month Service	20	Mileage/Month Service
Mileage	Mileage		
R.O. No./Date:	R.O. No./Date:		
Authorized Signature:	Authorized Signature:		
Dealership:	Dealership:		

17	Mileage/Month Service	21	Mileage/Month Service
Mileage	Mileage		
R.O. No./Date:	R.O. No./Date:		
Authorized Signature:	Authorized Signature:		
Dealership:	Dealership:		

SCHEDULED MAINTENANCE RECORD

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22	Mileage/Month Service	26	Mileage/Month Service
Mileage	Mileage	Mileage	Mileage
R.O. No./Date:	R.O. No./Date:	R.O. No./Date:	R.O. No./Date:
Authorized Signature:	Authorized Signature:	Authorized Signature:	Authorized Signature:
Dealership:	Dealership:	Dealership:	Dealership:
23	Mileage/Month Service	27	Mileage/Month Service
Mileage	Mileage	Mileage	Mileage
R.O. No./Date:	R.O. No./Date:	R.O. No./Date:	R.O. No./Date:
Authorized Signature:	Authorized Signature:	Authorized Signature:	Authorized Signature:
Dealership:	Dealership:	Dealership:	Dealership:
24	Mileage/Month Service	28	Mileage/Month Service
Mileage	Mileage	Mileage	Mileage
R.O. No./Date:	R.O. No./Date:	R.O. No./Date:	R.O. No./Date:
Authorized Signature:	Authorized Signature:	Authorized Signature:	Authorized Signature:
Dealership:	Dealership:	Dealership:	Dealership:
25	Mileage/Month Service	29	Mileage/Month Service
Mileage	Mileage	Mileage	Mileage
R.O. No./Date:	R.O. No./Date:	R.O. No./Date:	R.O. No./Date:
Authorized Signature:	Authorized Signature:	Authorized Signature:	Authorized Signature:
Dealership:	Dealership:	Dealership:	Dealership:

DEALER CERTIFICATION

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The undersigned Dealer wants you to know that at the time your new Mazda Vehicle is being delivered:

1. Based upon written notification furnished by the manufacturer, we have knowledge that this Mazda Vehicle is covered by an Environmental Protection Agency (EPA) Certificate of Conformity.
2. We have made a visual inspection. This inspection is limited to those emission control devices or portions thereof which are visible without removal or adjustment of any vehicle component or system of the Mazda Vehicle, whether emissions related or otherwise. Based upon such visual inspection, there are no apparent deficiencies in the installation of emission control devices by the manufacturer. ("Emission control device" is limited to all devices installed on a Mazda Vehicle for the sole or primary purpose of controlling Mazda Vehicle's emissions which were not in general use prior to 1968.)
3. We have performed all emission control system preparations required by the manufacturer prior to the sale of the Mazda Vehicle, as set forth in the current pre-delivery service manual provided by the manufacturer.
4. Except as may be provided in Paragraph 5 below, the Mazda Vehicle warrantor shall remedy problems free of charge to the customer, under terms of the warrantor's emission performance warranty, if this Mazda Vehicle fails to pass an EPA-approved emission test under BOTH of the following conditions:
 - a. If such test is prior to the expiration of three months or 4,000 miles (whichever comes first) from date or mileage at time of delivery to the ultimate buyer.
 - b. If the Mazda Vehicle has been maintained and used in accordance with the manufacturer's written instructions for proper maintenance and use.
5. ☐ Check if the Mazda Vehicle is a company car or demonstrator and complete the following:
The Mazda Vehicle with which this statement is delivered was placed in service as a demonstrator or company car prior to delivery. The manufacturer's emission performance warranty period commenced on the date the vehicle was first placed in service, namely on _____

Month Day Year

NOTE

The dealer makes no representation or warranty that the emission control system or any part thereof is without defect nor that the system will properly perform. The warrantor's emission performance warranty referred to above furnished with this Mazda Vehicle is solely that of the warrantor.

This statement is required by Section 207 of the Clean Air Act (42 U.S.C. 7541) and the EPA regulations issued thereunder.

Dealership Name _____

[illegible][illegible][illegible][illegible]

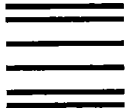
--	--	--	--

The above information is very important in order to contact you concerning recall information, should such a situation occur.

Change of Address or Subsequent Ownership Notification

[illegible][illegible][illegible][illegible]

The above information is very important in order to contact you concerning recall information, should such a situation occur.



BUSINESS REPLY MAIL

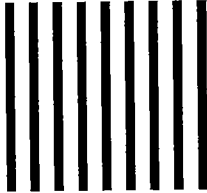
FIRST CLASS PERMIT NO. 9250 IRVINE, CA

POSTAGE WILL BE PAID BY ADDRESSEE

Mazda North American Operations
Attn: Customer Assistance Center
P.O. Box 19734
Irvine, CA 92623-9458



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

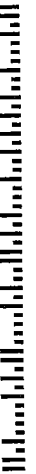


BUSINESS REPLY MAIL

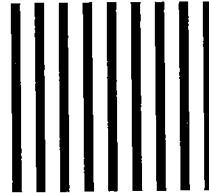
FIRST CLASS PERMIT NO. 9250 IRVINE, CA

POSTAGE WILL BE PAID BY ADDRESSEE

Mazda North American Operations
Attn: Customer Assistance Center
P.O. Box 19734
Irvine, CA 92623-9458



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



zoom-zoom

UX

©2007

Part No. C482-UX-07E


(9999-95-097J-08)

Mazda Motor Corporation

Printed in Japan

First Edition 05/07

EXHIBIT B

INTERNET ARCHIVE
 <http://www.mazdausa.com/MusaWeb/displayPage.action?pageParameter=shoppin> Go FEB
 81 captures
 10 Sep 04 - 22 Aug 12
 2006
 BROWSER UPDATE RECOMMENDED UPGRADE NO THANK YOU English | Español
 mazda
 VEHICLES SHOPPING TOOLS OWNERS MAZDASPEED INSIDE MAZDA ZOOM-ZOOM

WARRANTY

SHOPPING TOOLS

Overview
 Special Financing Offers
 Warranty
 - Mazda Service Contracts
 Mazda American Credit
 Apply For Credit
 Accessories
 Brochures
 My Saved Items

LOCATE A DEALER

Enter ZIP or Dealer Name

YOUR WARRANTY

Every new Mazda comes with a comprehensive warranty that provides coverage in the unlikely event a repair is needed in the first years after your vehicle's purchase. Please check your warranty information booklet for your specific vehicle's warranty information. We'll be right there with you all the time, wherever you go by providing warranty coverage and roadside assistance so that the total enjoyment of driving a Mazda never stops.

2007 and 2008 Vehicles:

BUMPER-TO-BUMPER

Mazda warrants that new 2007 and 2008 Mazda cars and trucks will be free of defects with normal use and prescribed maintenance for 36 months or 36,000 miles, which ever comes first. Ordinary maintenance items or adjustments, parts subject to normal wear and replacement and certain other items are excluded. This transferable "limited warranty" is included on all new Mazda vehicles sold and serviced in the United States.

POWERTRAIN LIMITED WARRANTY

Mazda warrants that the Powertrain Components of new 2007 and 2008 Mazda cars and trucks will be free of defects with normal use and prescribed maintenance for 60 months or 60,000 miles, which ever comes first. Ordinary maintenance items or adjustments, parts subject to normal wear and replacement and certain other items are excluded. This "limited warranty" is transferable during the warranty period on all new Mazda vehicles sold and serviced in the United States.

Complement the limited warranty on your new vehicle with the Mazda Extended Protection Plan, the only service agreement backed by Mazda. See your Mazda dealer for details.

2006 Vehicles:

BUMPER-TO-BUMPER

Mazda warrants that new 2006 Mazda cars and trucks will be free of defects with normal use and prescribed maintenance for 48 months or 50,000 miles, which ever comes first. Ordinary maintenance items or adjustments, parts subject to normal wear and replacement and certain other items are excluded. This transferable "limited warranty" is included on all new Mazda vehicles sold and serviced in the United States.

Complement the limited warranty on your new vehicle with the Mazda Extended Protection Plan, the only service agreement backed by Mazda. See your Mazda dealer for details.

Accessories:

Mazda notes that all Genuine Mazda Accessories, if installed by the Mazda Dealer prior to or at initial vehicle retail delivery, carry the same new-vehicle limited warranty as the vehicle. See dealer for limited-warranty details. With all accessories, please check with your Mazda dealer for applicable models. In some cases, parts in addition to those shown will be required for proper installation. In all cases, professional installation by your Mazda Dealer is recommended. Mazda reserves the right to change product availability or specifications at any time without incurring obligations. See your Mazda dealer for details.

MAZDA SERVICE CONTRACTS

Mazda Extended Protection Plan (MEPP) vehicle service contracts are designed to provide you with peace of mind for years of motoring enjoyment, even after your vehicle's warranty has expired. Click on




EXHIBIT C

INTERNET ARCHIVE
Wayback Machine
81 captures
10 Sep 04 - 22 Aug 12

<http://www.mazdausa.com/MusaWeb/displayPage.action?pageParameter=shoppin> Go DEC 2008

BROWSER UPDATE RECOMMENDED
UPGRADE NO THANK YOU English | Español

VEHICLES SHOPPING TOOLS OWNERS MAZDASPEED INSIDE MAZDA ZOOM-ZOOM

 **mazda**

WARRANTY

SHOPPING TOOLS

Overview
Estimate Payments
Special Offers
Appraise Your Trade-In
Warranty
- Mazda Service Contracts
Financing Your Mazda
Accessories
Brochures
My Saved Items
Certified Pre-Owned

LOCATE A DEALER

 Enter ZIP


YOUR WARRANTY

Every new Mazda comes with a comprehensive limited warranty that provides coverage in the unlikely event a repair is needed in the first years after your vehicle's purchase. We'll be right there with you all the time, wherever you go by providing warranty coverage and roadside assistance so that the total enjoyment of driving a Mazda never stops.

2009 Mazda Vehicles:

Mazda Limited Warranty Coverage:

3-year/36,000-mile*	"Bumper-to-Bumper" Limited Warranty
5-year/60,000-mile*	Limited Powertrain Warranty
3-year/36,000-mile*	24/7 Roadside Assistance Program

*Whichever comes first.

BUMPER-TO-BUMPER LIMITED WARRANTY

Mazda warrants that new Mazda cars and trucks will be free of defects with normal use and prescribed maintenance for 36 months or 36,000 miles, whichever comes first. Ordinary maintenance items or adjustments, parts subject to normal wear and replacement and certain other items are excluded. This transferable "limited warranty" is included on all new Mazda vehicles sold and serviced in the United States.

POWERTRAIN LIMITED WARRANTY

Mazda warrants that the Powertrain Components of new Mazda cars and trucks will be free of defects with normal use and prescribed maintenance for 60 months or 60,000 miles, whichever comes first. Ordinary maintenance items or adjustments, parts subject to normal wear and replacement and certain other items are excluded. This "limited warranty" is transferable during the warranty period on all new Mazda vehicles sold and serviced in the United States.

24/7 ROADSIDE ASSISTANCE

If Mazda vehicle is not driveable due to a warranted part failure during the coverage period of the New Vehicle Limited Warranty (36 months/36,000 miles), towing service will be covered to the nearest Mazda Dealer. In addition, if a Mazda vehicle is not driveable due to the failure of a warranted powertrain component, then towing service will be covered during the coverage period of the Powertrain Limited Warranty (60 months/60,000 miles).

MAZDA SERVICE CONTRACTS

Complement the limited warranty on your new vehicle with the Mazda Extended Protection Plan, the only service agreement backed by Mazda. See your Mazda dealer for details.

[For Further Detail](#)

EXHIBIT

C

EXHIBIT D

INTERNET ARCHIVE
waybackmachine
49 captures
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BROWSER UPDATE RECOMMENDED
VEHICLES SHOPPING TOOLS OWNERS MAZDASPEED INSIDE MAZDA

UPGRADE NO THANK YOU English Español



MyMazda Home
Service & Parts
Live Your Zoom-Zoom
Offers & Promotions
Warranty
Manuals & References



Mazda Warranty Information

Every new Mazda comes with a limited warranty that provides coverage in the unlikely event a repair is needed in the first years of ownership. Exact details are in your warranty information booklet, but rest-assured, we'll be right there with you. Along with your warranty coverage, Mazda provides Roadside Assistance for specific warranties, so the only thing you will need to do is enjoy the drive. Keep in mind, Mazda warranty coverage is based on following recommended factory maintenance — a convenient way to store your service records is in the MyMazda Service History Pages. It's easy to complete and a good way to manage your service history.

New Vehicle Warranty

Mazda warrants that new Mazda cars and trucks will be free of defects with normal use and prescribed maintenance for 36 months or 36,000 miles, whichever comes first. Ordinary maintenance items, adjustments, parts subject to normal wear and certain other items are excluded. This transferable "limited warranty" is included on all new Mazda vehicles sold and serviced in the United States.

3-year/36,000-mile*	"Bumper-to-Bumper" Limited Warranty
5-year/60,000-mile*	Limited Powertrain Warranty
3-year/36,000-mile*	24/7 Roadside Assistance Program

* Whichever comes first.

Bumper-to-Bumper Limited Warranty

Mazda warrants that new Mazda cars and trucks will be free of defects with normal use and prescribed maintenance for 36 months or 36,000 miles, whichever comes first. Ordinary maintenance items or adjustments, parts subject to normal wear and replacement and certain other items are excluded. This transferable "limited warranty" is included on all new Mazda vehicles sold and serviced in the United States.

Powertrain Limited Warranty

Mazda warrants that the Powertrain Components of new Mazda cars and trucks will be free of defects with normal use and prescribed maintenance for 60 months or 60,000 miles, whichever comes first. Ordinary maintenance items, adjustments, parts subject to normal wear and certain other items are excluded. This "limited warranty" is transferable during the warranty period on all new Mazda vehicles sold and serviced in the United States.

RX-8 Rotary Engine Core Limited Warranty Extension

Mazda Motor Corporation is extending the warranty coverage on Rotary Engine Core Components on all RX-8 vehicles produced after the 2004 model year. The warranty coverage for the Rotary Engine Core Components is extended to 8 years (96 months) from the original warranty start date, with a 100,000 mileage limitation. The following is a list of components covered by this warranty:

Rotary Engine Core

Rotary Housing and Internal Parts
Internal Seals and Gaskets

Complement the limited warranty on your new vehicle with the Mazda Extended Protection Plan, the only service agreement backed by Mazda. See your Mazda dealer for details.

24/7 Roadside Assistance

If Mazda vehicle is not driveable due to a warranted part failure during the coverage period of the New Vehicle Limited Warranty (36 months/36,000 miles), towing service will be covered to the nearest Mazda Dealer. In addition, if a Mazda vehicle is not driveable due to the failure of a warranted powertrain component, then towing service will be covered during the coverage period of the Powertrain Limited Warranty (60 months/60,000 miles).



2006 Vehicles

Mazda warrants that new 2006 Mazda cars and trucks will be free of defects with normal use and prescribed maintenance for 48 months or 50,000 miles, whichever comes first. Ordinary maintenance items, adjustments, parts subject to normal wear and certain other items are excluded. This transferable "limited warranty" is included on all new Mazda vehicles sold and serviced in the United States.

Complement the limited warranty on your new vehicle with the Mazda Extended Protection Plan, the only service agreement backed by Mazda. See your Mazda dealer for details.

Mazda Extended Protection Plan

Many Mazda consumers prefer to extend the coverage afforded by their warranty, beyond the initial warranty period. For them, Mazda Extended Protection Plan (MEPP) Vehicle Extended Warranty provide an affordable and welcome way to manage the costs of unexpected vehicle repairs. From basic plans like PowerCare, which provides basic powertrain coverage, up to TotalCare, one of the most comprehensive programs available, MEPP is the only Mazda-backed extended warranty available, and the only one developed specifically for the needs of Mazda drivers. You can select from multiple deductible levels, and coverage terms are available up to 10 years and 100,000 miles.

MEPP plans also include benefits such as roadside assistance, rental car reimbursement, towing reimbursement, trip interruption coverage, and tire and wheel coverage. Additionally, plans are renewable and transferable. (Some benefits may not be available on all plans or in all states; see actual contracts for details of coverage, as well as terms and conditions).

[Get more information about Mazda Extended Protection Plan](#)

Parts and Accessories Warranty

Genuine Mazda Parts Warranty

Mazda's genuine new or remanufactured parts (other than battery) and accessories purchased from or installed by a Mazda dealer are covered under the Replacement Parts and Accessories Warranty. This includes Mazda Accessories installed by a Mazda dealer prior to the retail delivery of a new Mazda vehicle. A Mazda dealer will repair or replace any properly installed Mazda part or accessory found to be defective in material or workmanship during the Replacement Parts and Accessories Warranty or the remainder of the warranty coverage applied by Mazda to the component.

Mazda's Replacement Parts and Accessories Warranty coverage: Dealer-Installed Replacement Part or Accessory under the New Vehicle Limited Warranty:

1996 and newer vehicles

12 months/12,000 miles, whichever comes first from the date the part was installed on the vehicle.

Labor for removal or replacement will also be covered.

Customer must provide a copy of the Mazda Dealer repair order showing installation of the part at an authorized Mazda dealer.

1995 and earlier vehicles

12 months/unlimited miles, whichever comes first from the date the part was installed on the vehicle.

Labor for removal or replacement will also be covered.

Customer must provide a copy of the Mazda dealer repair order showing installation of the part at an authorized Mazda dealer.

Dealer-Installed Replacement Part or Accessory under the New Vehicle Limited Warranty:

1995 and newer vehicles

A replacement part or accessory is covered for the remainder of the warranty coverage applied by Mazda to the component.

1994 and earlier vehicles

12 months/unlimited miles or remainder of New Vehicle Limited Warranty, whichever is longer.

Labor for removal or replacement will also be covered.

Customer must provide a copy of the Mazda dealer repair order showing installation of the part at an authorized Mazda dealer.

Replacement Part or Accessory Sold Over-the-Counter:

1996 and newer vehicles

12 months/12,000 miles, whichever comes first from the date the part was purchased.

Labor for removal or replacement is NOT covered.

A copy of the parts invoice is required to validate the parts warranty.

1995 and earlier vehicles

12 months/unlimited miles, whichever comes first from the date the part was purchased.

Labor for removal or replacement is NOT covered.

A copy of the parts invoice is required to validate the parts warranty.

During the warranty period, this warranty is transferable to subsequent owners.

Mazda Brake Warranty

Our brakes stop, our warranty doesn't. All Genuine Mazda and Value Products by Mazda Brake Pads and Shoes Come with a Lifetime Limited Warranty.

All Mazda Genuine Parts or Value Products by Mazda Brake Pads and Shoes are under warranty, as long as the original purchaser of the replacement brake pads or shoes owns the vehicle on which they were originally installed.

Warranty is always valid if installation was done by an authorized Mazda dealer.

If the brake pads and/or shoes become damaged, defective, or worn out during the warranty period, they may be exchanged for new warranty-equivalent Mazda Genuine Parts or Value Products by Mazda brake pads or shoes.

Upon purchase, your authorized Mazda dealer will provide you with a service repair order, which is considered "proof of purchase" under the terms of the warranty. When requesting a warranty replacement, the service repair order must be presented, and the original components must be returned and exchanged for new replacement brake pads or shoes.

The customer is responsible for installation charges upon replacement. See your authorized Mazda dealer for a complete list of warranty rights and limitations.

Mazda High-Performance Replacement Battery Warranty

36/60-Month Replacement Warranty

If dealer installed, coverage is as follows:

1-36 months: Free replacement and labor

37-48 months: Customer is responsible for 70% of the MSRP of battery and labor

49-60 months: Customer is responsible for 80% of the MSRP of the battery and labor

What's not covered by your battery's warranty:

Damage or failure due to accidents, misuse, theft, fire, freezing and improper discharging, etc.

Use in applications for which the battery is not designed

Improper installation or battery recharging

Mazda battery warranties are subject to the limitations and exclusions listed in the Mazda Vehicle's Warranty Information Booklet, "What is Not Covered," under the Replacement Parts and Accessories Warranty.

Accessories

Mazda notes that all Genuine Mazda Accessories, if installed by the Mazda Dealer prior to or at initial vehicle retail delivery, carry the same new-vehicle limited warranty as the vehicle. See dealer for limited-warranty details. With all accessories, please check with your Mazda dealer for applicable models. In some cases, parts in addition to those shown will be required for proper installation. In all cases, professional installation by your Mazda dealer is recommended. Mazda reserves the right to change product availability or specifications at any time without incurring obligations. See your Mazda dealer for details.

EXHIBIT E

1 ALI ABTAHI (State Bar No. 224688)
aabhahi@abhahilaw.com
2 IDENE SAAM (State Bar No. 258741)
isaam@abhahilaw.com
3 **ABTAHI LAW FIRM**
1012 Torney Avenue
4 San Francisco, CA 94129
Tel: (415) 639-9800
5 Fax: (415) 639-9801

6 Attorneys for Plaintiff and the Class

7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 LYNN PETERSON,
11 individually and on behalf of all others
12 similarly situated,

13 Plaintiff,

14 vs.

15 MAZDA MOTOR OF AMERICA,
INC.,

16 Defendant.

Case No.:

**AFFIDAVIT RE: VENUE
PURSUANT TO CALIFORNIA
CIVIL CODE SECTION 1780(d)**

1 I, Ali Abtahi, hereby declare as follows:

2 1. I am an attorney with the Abtahi Law Firm, and I am an attorney for
3 Plaintiff Lynn Peterson and the proposed class in this action. The statements set
4 forth in this declaration are made of my own knowledge, and if called upon to
5 testify thereto, I could do so competently.

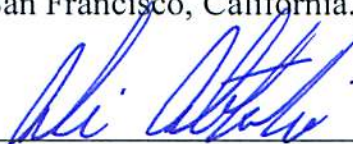
6 2. This action was commenced and is pending in the United States
7 District Court, Central District of California, whose judicial district includes the
8 Eastern, Southern, and Western divisions.

9 3. I am informed and believe that Defendant Mazda Motor of America,
10 Inc. has its principal place of business in Orange County, California, which is
11 located in the Central District of California.

12 4. I am informed and further believe that Defendant Mazda Motor of
13 America, Inc. does business in the Central District of California. A substantial
14 portion of the transactions with Defendant that led to the filing of this lawsuit
15 occurred in the Central District of California.

16 I declare under penalty of perjury under the laws of the State of California
17 that the foregoing is true and correct.

18 Executed on December 16, 2013, in San Francisco, California.

19
20 

21 Ali Abtahi

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge David O. Carter and the assigned
Magistrate Judge is Arthur Nakazato.

The case number on all documents filed with the Court should read as follows:

SACV13-01972 DOC (ANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

December 19, 2013

Date

By M. Barr
Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☒ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

LYNN PETERSON, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

MAZDA MOTOR OF AMERICA, INC.

Defendant(s)

Civil Action No.

SACV13-01972 DOC (ANx)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Mazda Motor of America, Inc.
c/o Barbara Tang
7755 Irvine Center Drive
Irvine, California 92618

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Ali Abtahi (State Bar No. 224688)
Idene Saam (State Bar No. 258741)
ABTAHI LAW FIRM
1012 Torney Avenue
San Francisco, CA 94129
Tel: (415) 639-9800

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

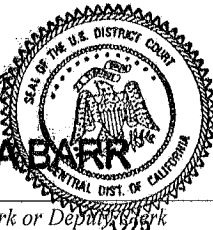
DEC 19 2013

Date: _____

CLERK OF COURT

MARIA BARR

Signature of Clerk or Deputy Clerk



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)

LYNN PETERSON, individually and on behalf of all others similarly situated

DEFENDANTS (Check box if you are representing yourself ☐)

MAZDA MOTOR OF AMERICA, INC.

(b) County of Residence of First Listed Plaintiff Ventura

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Orange

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Abtahi Law Firm
Ali Abtahi
1012 Torney Avenue
San Francisco, CA 94129 -- (415) 639-9800

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
☐ 2. U.S. Government Defendant
☐ 3. Federal Question (U.S. Government Not a Party)
☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding
☐ 2. Removed from State Court
☐ 3. Remanded from Appellate Court
☐ 4. Reinstated or Reopened
☐ 5. Transferred from Another District (Specify)
☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ according to proof**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Civil Code sections 1750 and 1790; B&P Code 17200 and 17500; Breach of Warranty; Declaratory Relief; 28 USC 1332(d)**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input checked="" type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 154 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 896 Arbitration	REAL PROPERTY	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 368 Asbestos Personal Injury	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

SACV13-01972 DOC (ANx)

CV-71 (11/13)

CIVIL COVER SHEET

Page 1 of 3

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside:	Then check the box below for the county in which the majority of PLAINTIFFS reside:	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column C
☒ only 1 answer in Column C and no answers in Column D

Your case will initially be assigned to the
SOUTHERN DIVISION.
Enter "Southern" in response to Question D, below.

If none applies, answer question C2 to the right. →

C.2. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column D
☐ only 1 answer in Column D and no answers in Column C

Your case will initially be assigned to the
EASTERN DIVISION.
Enter "Eastern" in response to Question D, below.

If none applies, go to the box below. ↓

Your case will initially be assigned to the
WESTERN DIVISION.
Enter "Western" in response to Question D below.

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Southern Division

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): _____

DATE: December 16, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))